City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, March 26, 2024

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 24-159 Approval of the March 26, 2024 Regular meeting agenda as written or with amendments.

Attachments: 03-26-2024 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

III.1 24-123 Key to the City Presentation for Jawaan Taylor.

III.2 24-127 Recognizing March 18-22, 2024 as Florida Government Finance Professionals Week.

Attachments: Government Finance Professionals Week.pdf

III.3 24-133 Proclamation Recognizing Water Conservation Month.

Attachments: Water Conservation Month.pdf

III.4 24-152 Proclamation Recognizing Hemophilia and Bleeding Disorders Awareness Month.

Attachments: Hemophilia and Bleeding Disorders Awareness Month.pdf

III.5 24-113 Proclamation: Proclaiming Saturday, April 6th, 2024 as an Arbor Day Event

Attachments: Arbor Day Event.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 24-025 Authorize the City Manager to execute an agreement between the City of Cocoa and CSWR-Florida Utility Operating Company (CSWR) for the billing and servicing of wastewater utility records and the collection and remittance of utility receipts.

Attachments:
- Executed CSWR-FL Billing Agreement.pdf
- Sun Lake Locations.pdf
- Sun Lake Estates Homeowners Association.pdf
- SunLake Estates Interlocal Billing Agreement Termination 12-31-23.pdf

V.2 24-050 Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) in the amount of $279,799.61 to award funds for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY 2024 HOME Budget, BAF#24-068-A, trueing up the Fiscal Year 2024 accounts. Approve a Resolution to Waive Competitive Bidding.

Attachments:
- FTHB -CHI Agreement 2024.docx
- Resolution to Waive Competitive Bid 2024-023.doc
- Budget Resolution FY 2024-024 ADA Compliant.docx
- BAF 24-068-A-CS- HOME FY24 Budget True Up (0-26-24) Agenda 24-050.pdf
- Budget True Up.pdf
- Allocation.pdf

V.3 24-111 Council approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Matthew Fitzgerald and to Approve a Resolution Amending the FY2024 budget, BAF#24-061-A in the amount of $6,000.

Attachments:
- Canine Hasko Donation letter 2.28.2024.pdf
- Hold Harmless Canine Hasko.docx
- Budget Resolution FY 2024-026 ADA Compliant.docx
- BAF 24-061-A Police Canine Donation (03-26-24) Agenda 24-111.pdf

V.4 24-114 Approve participation in a Cooperative Purchasing Agreement for the purchase of a GMC Sierra 1500 4WD Truck and the associated options and equipment for FY24 utilizing Sourcewell Contract 2024 091521-NAF&06; Approve a Resolution amending the FY 2024 Budget through BAF #24-065-A, in the amount of $48,220 for the purposes of purchasing a new truck for the Building Department.

Attachments:
- NJPA_COCOA CITY OF_52918_Quote_2.pdf
- Signed letter approving purchase.pdf
- Budget Resolution FY 2024-027 ADA Compliant.docx
- BAF 24-065-A-Purchase Building Permits Vehicle (03-26-24) Agenda 24-114.pc

V.5 24-116 To Approve Change Order #5 to Purchase Order 77494 with Kirwin Norris, PA, for trial preparation litigation activities, including engineering expert services, regarding the pending lawsuit against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs.

Attachments:
- 77494.pdf
- 77494-1.pdf
- 77494-2.pdf
- 77494-3.pdf
- 77494-4.pdf
- Approved Billing and Fee Arrangements 2020-02-27-154943 (2).pdf

V.6 24-129 Approve a Save Our Indian River Lagoon (SOIRL) grant funding agreement in the amount of $18,949 for Design and Permitting of a dry retention pond at the intersection of North Cocoa Blvd and Forrest Ave. Approve a Resolution Amending the FY24 Budget, BAF # 24-069-A recognizing the revenue. Authorize the City Manager to Sign and Administer the Grant Agreement.

Attachments:
- 030424 - SOIRL Grant # 24-129 - $18,949.pdf
- TO-MEAD & HUNT 2023-02-$141,126.00 - PW.pdf
- Budget Resolution FY 2024-028 ADA Compliant.docx
- BAF 24-069-A-PW - Accept SOIRL & Refund Forrest & US1 Proj (03-26-24) Ac
- Internal Grant Application - SOIRL 24.pdf

V.7 24-132 Announcement of Mayor Blake, Deputy Mayor Hearn and Councilmember Goins to Attend the Florida Black Caucus Conference from April 4 - 5, 2024.

V.8 24-137 To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2023-2024, for salaries, benefits and operating costs for the Victim's Advocate Program, in order to provide victim advocate services to crime victims along with operating budget for supplies.

Attachments: 2025 VOCA Grant Internal grant application 3.18.2024.pdf

V.9 24-153 Approve Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $177,844, of which the City of Cocoa will fund its pro-rata share of $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers). Approve a Resolution Amending the FY2024 Budget, BAF#24-071-IFT, to Receive Funding from the Water Suppliers and provided the 6% of City of Cocoa's Portion and Allow for the City Manager to Finalize the Accounting of this project through the BAF. Approve an Amendment to the Consultant Agreement accepting HDR's revised Rate Schedule.

Attachments: 1st Amendment Contract No. RFQ-18-18-COC_partial.pdf
TO HDR 2024-02 $177,844.00 - UT-ENGIN.pdf
2024-03-13 HDR - TCR Proposal_PEER REVIEW to Water Suppliers.pdf
HDR Contract Revisions 2024 rates for PEER review.pdf
TCR-SJR Water Supply Project - Permitting Agreement Approved by Orange C
Budget Resolution FY 2024-031 ADA Compliant.docx

V.10 24-154 ***Confidential per FS 119.0725***
Authorize City Manager to execute purchase orders up to the budgeted amount to Samsara Inc, for Cloud Based Vehicle GPS location service for City of Cocoa vehicles and equipment and Authorize City Manager to execute any Change Orders that may be need for additional vehicle gateways up to the budgeted amounts.

Attachments: Confidential # 4
SAMSARA 310519552795993.pdf
City of Cocoa - Public Sector - Monthly (5) (1).pdf

MULTI-YEAR CONTRACTS:

V.11(b) 24-066 To Approve Amendment #1 to the Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR); To Approve a Resolution Amending the FY2024 Budget, BAF# 24-053-T and Allow for the City Manager to Finalize the Account Numbers for the Replacement of the Fluoride Bulk Storage Tank (WS23FT).

Attachments: Budget Resolution FY 2024-025 ADA Compliant.docx
TO-JACOBS 2023-33.1 $155,319 - UT-DYAL.pdf
TO-JACOBS 2023-33 $147,898.00 - UT-DYAL.pdf
TO 2023-33 Amendment #1 CO2 and Fluoride Replacement.pdf
TO 2023-33 CO2 System Replacement - Design, Permitting, Bidding_signed.pd
AGREEMENT.pdf
AGREEMENT-1ST AMENDMENT.pdf

V.12(b) 24-125 Approve a multi-year piggyback agreement for Planning and Zoning Services with Inspire Placemaking Collective, Inc. based on the City of Wildwood contract RFQ #2023-011. Authorize the City Manager to approve amendments or extensions to the agreement. Authorize the City Manager to approve task orders up to $106,399 for FY 2024.

Attachments: EXECUTED CONTRACT Wildwood.pdf
PARTIALLY EXECUTED REVISED Standard Form for Piggyback Contract No.
SIGNED E-Verify Contractor Affidavit.pdf

V.13(b) 24-147 Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2023 through September 30, 2026.

Sponsors: Director

Attachments: City of Cocoa DC Teamsters Redlined FY 24-26.pdf
City of Cocoa DC Teamsters FINAL ADA FY 24-26.pdf

VI. PUBLIC HEARINGS:

VI.1 24-149 Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2024-2025 CDBG and HOME program funding.

Attachments: CAPER AD 12-29-23.pdf
Citizen Participation Plan.pdf
Committee Review Score 2023.pdf

VI.2 24-163 Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the April 9, 2024 City Council Meeting.

Attachments:
- 301 S Cocoa Blvd Location.pdf
- 301 S Cocoa Blvd FLU.pdf
- 301 S Cocoa Blvd Zoning.pdf
- Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1)
- Exhibit E - City of Cocoa Entry Signs.pdf
- Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).
- 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf
- FLU MAP FROM 2010 EAR.pdf
- P&Z Legal Ad Feb 7_final.pdf

VII. COUNCIL BUSINESS:

VII.1 24-162 Approve a First Addendum to the City Manager's Employment Agreement.

VII.2 24-051 Approve the current Code Enforcement Lien for the residence located at 1206 Yale Lane, be reduced to $15,332.50..

Attachments:
- LRApp.pdf
- BCPA.pdf
- LR Staff Report(2).docx
- Cost Aff -1206.xlsx
- 1. IRL.docx
- 2. NOV.docx
- 5. NOH1.docx
- BO.docx
- BTR.pdf
- NOHNC.docx
- Order.pdf
- 2021 Demand Letter.doc
- BCPAO(2).pdf
- Failed Lien Red Insp 28Jul23.msg
- Minutes 2-15-2024.pdf

VII.3 24-098 Approve the current Code Enforcement Lien for the commercial property located at 1127 W King St, be reduced to $4,085.42.

Attachments:
- LR Application.pdf
- LR Staff Report.docx
- Cost Aff -1127.xlsx
- BCPAO.pdf
- NOV.pdf
- Photo.pdf
- Finding Order.pdf
- 15Feb18 Min..pdf
- 15Mar18 Min.pdf
- Order.pdf
- BCPAO(2).pdf
- Demand Letter 2021.doc
- Demand Letter 2022.docx
- Demand Letter 2022(2).docx
- LR Insp Fail Email.msg
- Eviction Documents.pdf
- Eviction Documents (2).pdf
- LR Min.pdf

VII.4 24-100 Approve the current Code Enforcement Lien for the residential property located at 633 S Varr Ave, be reduced to $1,500.00..

Attachments:
- LR Application.pdf
- LR Staff Report.docx
- Cost Aff -633.xlsx
- BCPAO.pdf
- 2. NOV.docx
- 7. Facts.pdf
- 8. Order.pdf
- LR MIN.pdf

VII.5 24-120 Approve an Interlocal Agreement transferring to the City of Cocoa the road right-of-way, maintenance, and associated functional responsibilities for James Road west of Friday Road to I-95.

Attachments:
- BC to CC ILA Transfer of James Road Segment - FINAL.pdf

VII.6 24-121 Consider approval of the Interlocal Agreement regarding the James Road Segment with the Windward Preserve Community Development District for perpetual maintenance of the James Road Segment

Attachments: Interlocal Agreement Regarding James Road Segment - Windward Preserve Fi

VII.7 24-130 Consider a Donation request for Cocoa High School's 3rd Grade Literacy and Theater Event.

Attachments: City of Cocoa Donation Application Form_BSF_Cocoa High School_Literacy_Th

VII.8 24-150 Request Council approval of an Interlocal Agreement (ILA) for Affordable Housing construction and related costs, up to $800,000, in the Michael C. Blake Subdivision between the Diamond Square CRA and the City of Cocoa; Approve a Resolution Amending the FY 2024 Budget, BAF #24-066-IF2, in the amount of $800,000, transferring this amount to the City's General Fund to complete the construction of the five affordable homes and BAF#24-070-T in the amount of $92,651 transferring funds within the General Fund; Approve an Amendment to the Construction Agreement between the City of Cocoa and Community Housing Initiative, Inc. for the construction of five (5) homes in the Michael C. Blake Subdivision.

Attachments: First Addendum to Construction Agreement with CHI 3-26-24.docx

Recorded Construction Agreement for Michael C. Blake Subdivision.pdf

ILA for Affordable Housing between DSCRA and COC - March 2024 - Copy Sig

Budget Resolution FY 2024-029 ADA Compliant.docx

BAF 24-066-IFT 2 of 2-DSCRA-CRA funds for Michael C. Blake (03-26-24) Age

BAF 24-070-T-CS-MCB Subdivision Shore Up (3-26-24) Agenda 24-150.pdf

Cost Estimate MCB Subdivision.pdf

VII.9 24-160 Request Council approval of a waiver of Utility Impact Fees for the affordable housing construction in the Michael C. Blake Subdivision.

Attachments: 713 Stone St Cost Estimate.pdf

709 Stone St Cost Estimate.pdf

705 Stone St Cost Estimate.pdf

309 Valencia Ave Cost Estimate.pdf

309 Valencia Ave Cost Estimate.pdf

FS163.31801.docx

VII.10 24-151 Approve Resolution #2024-030 establishing the Vacant Property Registration Fee for Foreclosed Vacant Properties within the City of Cocoa.

Attachments: Resolution 24-030 Vacant Property Registration Fee.docx
Registration Form for Abandoned Residential Property fillable (1).docx
ARTICLE_VII.___REGISTRATION_AND_MAINTENANCE_OF_PROPERTIES_

VII.11 24-157 Consider the appointment of 1st Alternate member Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2024.

Attachments: Code Enforcement Board Roster.pdf

VIII. CITY BUSINESS:

VIII.1 24-143 Approval of the 2023 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.

Attachments: DA for Walmart Distribution Center Cocoa.pdf
AVT Economic Incentive Agreement.pdf
WM 8851 Cocoa 2023 Ad Valorem Exemption Application-np.pdf

IX. INFORMATIONAL AGENDA:

IX.1 24-134 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: Budget Classification Report February 2024.pdf

IX.2 24-135 FY 2024 February Budget Adjustment Report

Attachments: FY 2024 REVENUE Budget Tracking Worksheet Cognos Run.pdf
FY 2024 EXPENSE Budget Tracking Worksheet Cognos Run.pdf

IX.3 24-136 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.

Attachments: Change Orders-CM Authorized February 2024.pdf
Visualization Change Order Authorizations.pdf

IX.4 24-156 Bi-weekly Report from February 23 - March 21, 2024.

Attachments: Council bi-weekly report.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	24-159	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/20/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approval of the March 26, 2024 Regular meeting agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	03-26-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2024
Agenda Date: March 26, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the March 26, 2024 Regular meeting agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the March 26, 2024 Regular meeting agenda as written or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: March 26, 2024
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of March 26, 2024. (24-159)

III. Awards and Presentations:

1. Key to the City Presentation for Jawaan Taylor. (24-123). (Comm. & Econ. Development Director)

2. Florida Government Finance Professionals Week Proclamation. (24-127). (Finance Director)

3. Proclamation Recognizing Water Conservation Month. (24-133). (Utilities Director)

4. Proclamation Recognizing Hemophilia and Bleeding Disorders Awareness Month. (Deputy Mayor Hearn)

5. Proclamation: Proclaiming Saturday, April 6th, 2024 as an Arbor Day Event. (Mayor Blake)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related

to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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

V. Consent Agenda:

(A) General Consent Items:

1. Authorize the City Manager to execute an agreement between the City of Cocoa and CSWR-Florida Utility Operating Company (CSWR) for the billing and servicing of wastewater utility records and the collection and remittance of utility receipts. (24-025). (Finance Director)

2. Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) in the amount of $279,799.61 to award funds for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY 2024 HOME Budget, BAF#24-068-A, trueing up the Fiscal Year 2024 accounts. Approve a Resolution to Waive Competitive Bidding. (24-050). (Community Services Director)

3. Council approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Matthew Fitzgerald and to Approve a Resolution Amending the FY2024 budget, BAF#24 061-A in the amount of $6,000. (24-111). (Chief of Police)

4. Approve participation in a Cooperative Purchasing Agreement for the purchase of a GMC Sierra 1500 4WD Truck and the associated options and equipment for FY24 utilizing Sourcewell Contract 2024 091521-NAF&06; Approve a Resolution amending the FY 2024 Budget through BAF #24-065-A, in the amount of $48,220 for the purposes of purchasing a new truck for the Building Department. (24-114). (Community Services Director)

5. To Approve Change Order #5 to Purchase Order 77494 with Kirwin Norris, PA, for trial preparation litigation activities, including engineering expert services, regarding the pending lawsuit against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs. (24-116). (Utilities Director)

6. Approve a Save Our Indian River Lagoon (SOIRL) grant funding agreement in the amount of $18,949 for Design and Permitting of a dry retention pond at the intersection of North Cocoa Blvd and Forrest Ave. Approve a Resolution Amending the FY24 Budget, BAF # 24-069-A recognizing the revenue. Authorize the City Manager to Sign and Administer the Grant Agreement. (24-129). (Public Works Director)

7. Announcement of Mayor Blake, Deputy Mayor Hearn and Councilmember Goins to Attend the Florida Black Caucus Conference from April 4 - 5, 2024. (24-132). (Administrative Services Director)

8. To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2023-2024, for salaries, benefits and operating costs for the Victim's Advocate Program, in order to provide victim advocate services to crime victims along with operating budget for supplies. (24-137). (Chief of Police)

9. Approve Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $177,844, of which the City of Cocoa will fund its pro-rata share of $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers). Approve a Resolution Amending the FY2024 Budget, BAF#24-071-IFT, to Receive Funding from the Water Suppliers and provided the 6% of City of Cocoa's Portion and Allow for the City Manager to Finalize the Accounting of this project through the BAF. Approve an Amendment to the Consultant Agreement accepting HDR's revised Rate Schedule. (24-153). (Utilities Director)

10. Authorize City Manager to execute purchase orders up to the budgeted amount to Samsara Inc, for Cloud Based Vehicle GPS location service for City of Cocoa vehicles and equipment and Authorize City Manager to execute any Change Orders that may be need for additional vehicle gateways up to the budgeted amounts. (24-154). (Public Works Director) *****Confidential per FS 119.0725*****

(B) Multi-Year Contracts:

11. To Approve Amendment #1 to the Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR); To Approve a Resolution Amending the FY2024 Budget, BAF# 24-053-T and Allow for the City Manager to Finalize the Account Numbers for the Replacement of the Fluoride Bulk Storage Tank (WS23FT). (24-066). (Utilities Director)

12. Approve a multi-year piggyback agreement for Planning and Zoning Services with Inspire Placemaking Collective, Inc. based on the City of Wildwood contract RFQ #2023-011. Authorize the City Manager to approve amendments or extensions to the agreement. Authorize the City Manager to approve task orders up to $106,399 for FY 2024. (24-125). (Finance Director)

13. Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2023 through September 30, 2026. (24-147). (Administrative Services Director)

VI. Public Hearings:

1. Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2024-2025 CDBG and HOME program funding. (24-149). (Community Services Director)

2. Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the April 9, 2024 City Council Meeting. (24-163). (Planning Consultant)

VII. Council Business:

1. Approve a First Addendum to the City Manager's Employment Agreement. (24-162). (City Manager)

2. Approve the current Code Enforcement Lien for the residence located at 1206 Yale Lane, be reduced to $15,332.50. (24-051). (Chief of Police)

3. Approve the current Code Enforcement Lien for the commercial property located at 1127 W King St, be reduced to $4,085.42. (24-098). (Chief of Police)

4. Approve the current Code Enforcement Lien for the residential property located at 633 S Varr Ave, be reduced to $1,500.00. (24-100). (Chief of Police)

5. Approve an Interlocal Agreement with Brevard County transferring to the City of Cocoa the road right-of-way, maintenance, and associated functional responsibilities for James Road west of Friday Road. (24-120). (City Attorney)

6. Consider approval of the Interlocal Agreement regarding the James Road Segment with the Windward Preserve Community Development District for perpetual maintenance of the James Road Segment. (24-121). (City Attorney)

7. Consider a Donation request for Cocoa High School's 3rd Grade Literacy and Theater Event. (24-130). (City Clerk)

8. Request Council approval of an Interlocal Agreement (ILA) for Affordable Housing construction and related costs, up to $800,000, in the Michael C. Blake Subdivision between the Diamond Square CRA and the City of Cocoa; Approve a Resolution Amending the FY 2024 Budget, BAF #24-066-IF2, in the amount of $800,000, transferring this amount to the City's General Fund to complete the construction of the five affordable homes and BAF#24-070-T in the amount of $92,651 transferring funds within the General Fund; Approve an Amendment to the Construction Agreement between the City of Cocoa and Community Housing Initiative, Inc. for the construction of five (5) homes in the Michael C. Blake Subdivision. (Community Services Director) (24-150). (Community Services Director)

9. Request Council approval of a waiver of Utility Impact Fees for the affordable housing construction in the Michael C. Blake Subdivision. (24-160). (Community Services Director)

10. Approve Resolution #2024-030 establishing the Vacant Property Registration Fee for Foreclosed Vacant Properties within the City of Cocoa. (24-151). (Community Services Director)

11. Consider the appointment of 1st Alternate member Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board. (24-157). (City Clerk)

VIII. City Business:

1. Approval of the 2023 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement

by maintaining 239 jobs at an average annual wage above $42,421. (24-143). (City Manager)

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (24-134). (Finance Director)

2. FY 2024 February Budget Adjustment Report. (24-135). (Finance Director)

3. 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. (24-136). (Finance Director)

4. Bi-weekly Report from February 23 - March 21, 2024. (24-156). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

(1) https://tinyurl.com/s5e875r or

(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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

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

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-123	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/5/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Key to the City Presentation for Jawaan Taylor. (Comm. & Econ. Development Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2024
Agenda Date: April 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Samantha Senger, Comm. & Econ. Development Director
Requested Action:
Key to the City Presentation for Jawaan Taylor.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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Legislation Details (With Text)

File #:	24-127	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/6/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Recognizing March 18-22, 2024 as Florida Government Finance Professionals Week. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Government Finance Professionals Week.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 6, 2024
Agenda Date: March 26, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Rebecca Bowman, Finance Director; Stockton Whitten, City Manager
Requested Action:
Recognizing March 18-22, 2024 as Florida Government Finance Professionals Week.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

PROCLAMATION

WHEREAS, *The Florida Government Finance Officers Association is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms; and*

WHEREAS, *the FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership and information; and*

WHEREAS, *this Government Finance Professionals Week, sponsored by the FGFOA and all of its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and*

WHEREAS, *during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication and leadership.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim March 18-22, 2024, as Government Finance Professionals Week in the City of Cocoa and extend our appreciation to all government finance professionals throughout the state and here in the City of Cocoa for their hard work, dedication and leadership.*

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of March, 2024.

Michael C Blake

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	24-133	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/8/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Proclamation Recognizing Water Conservation Month. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Water Conservation Month.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 8, 2024
Agenda Date: March 26, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Jack Walsh, Utilities Director
Requested Action:
Proclamation Recognizing Water Conservation Month.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

PROCLAMATION

WHEREAS, *water is a basic and essential need of every living creature; and*

WHEREAS, *The State of Florida, Water Management Districts and the City of Cocoa are working together to increase awareness about the importance of water conservation; and*

WHEREAS, *the City of Cocoa and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and*

WHEREAS, *the City of Cocoa has always encouraged and supported water conservation, through various educational programs and special events; and*

WHEREAS*, every business, industry, school and citizen can make a difference when it comes to conserving water; and*

WHEREAS, *every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and*

WHEREAS, *outdoor irrigation comprises a large portion of water use, the City of Cocoa will encourage citizens and businesses to focus on improving outdoor irrigation efficiency; and*

WHEREAS, *The City of Cocoa, Florida is calling upon each citizen and business to help protect our precious resources by practicing water-saving measures and becoming more aware of the need to save water. For this, the 26th year of Water Conservation Month, there will be a special focus on improving irrigation efficiency.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of April, 2024 as:*

"Water Conservation Month"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of March, 2024.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	24-152	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/18/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Proclamation Recognizing Hemophilia and Bleeding Disorders Awareness Month. (Deputy Mayor Hearn)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hemophilia and Bleeding Disorders Awareness Month.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 18, 2024
Agenda Date: March 18, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Lavander Hearn, Deputy Mayor
Requested Action:
Proclamation Recognizing Hemophilia and Bleeding Disorders Awareness Month.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

PROCLAMATION

WHEREAS, *Hemophilia is a rare disorder in which your blood doesn't clot normally because it lacks sufficient blood-clotting proteins (clotting factors); and*

WHEREAS, *If you have hemophilia, you may bleed for a longer time after an injury than you would if your blood clotted normally causing weakness of the voluntary muscles; and*

WHEREAS, *Symptoms of hemophilia may include unexplained and excessive bleeding, large or deep bruises, pain in joints, and nosebleeds without a known cause; and*

WHEREAS, *the Bleeding Disorders Coalition of Florida (BDCF) is an advocacy organization founded by the Hemophilia Foundation of Greater Florida and the Florida Hemophilia Association to be the voice of the Florida bleeding disorders community; and*

WHEREAS, *the Bleeding Disorders Coalition of Florida has been serving the bleeding disorders community to improve their quality of life by offering programs and services, such as a medically supervised camp, scholarships, advocacy efforts, emergency financial assistance, educational programs, etc., to support healthier and more independent lives.*

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim the month of March 2024 as:*

"HEMOPHILIA AND BLEEDING DISORDERS AWARENESS MONTH"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 20th day of March, 2024.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	24-113	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	2/28/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Proclamation: Proclaiming Saturday, April 6th, 2024 as an Arbor Day Event. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Arbor Day Event.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 28, 2024
Agenda Date: March 26, 2024
Prepared By: Shawny Chung, Contract Technician
Through: Abigail Morgan, P.E., Public Works Director
Requested Action:
Proclamation: Proclaiming Saturday, April 6th, 2024 as an Arbor Day Event

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Proclamation: Proclaiming Saturday, April 6th, 2024 as an Arbor Day Event.

PROCLAMATION

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

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

WHEREAS, *trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and*

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

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

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

NOW, THEREFORE, *I, Mayor Michael C. Blake, on behalf of the City Council of the City of Cocoa, Florida, do hereby proclaim April 6, 2024 as:*

"The Arbor Day Event"

In the City of Cocoa and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 26th day of March, 2024.

Mayor

ATTEST:

City Clerk

Legislation Details (With Text)

File #:	24-025	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	1/8/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Authorize the City Manager to execute an agreement between the City of Cocoa and CSWR-Florida Utility Operating Company (CSWR) for the billing and servicing of wastewater utility records and the collection and remittance of utility receipts. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Executed CSWR-FL Billing Agreement.pdf Sun Lake Locations.pdf Sun Lake Estates Homeowners Association.pdf SunLake Estates Interlocal Billing Agreement Termination 12-31-23.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 13, 2024
Agenda Date: March 26, 2024
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
Authorize the City Manager to execute an agreement between the City of Cocoa and CSWR-Florida Utility Operating Company (CSWR) for the billing and servicing of wastewater utility records and the collection and remittance of utility receipts.

BACKGROUND:

The City of Cocoa provides billing and collection services to other local jurisdictions for their customer accounts (i.e. sewer, reclaimed water, etc.). The City provides these services to other governmental entities and two private contractors through formal agreements that memorize the terms and conditions of the services to be provided, including current rate charges and the City's fee for providing these services.

In 2004, the City contracted with SunLake Estates Homeowners Association, Inc. (SunLake) to provide for the billing of SunLake's sanitary sewer service charges on Cocoa's regional utility bill. This contractual service began in May 2004 and recently was terminated, at SunLake's request, when SunLake sold the wastewater utility to CSWR on December 28, 2023. The City discontinued billing their private sewer customers at this time.

CSWR is a small private sewer utility that provides sewer service to a small subdivision in the unincorporated Brevard County servicing approximately 281 locations. CSWR is regulated by the Public Service Commission and has the ability to issue their own wastewater billing. However, they have requested the City of Cocoa continue the billing of their sewer service on Cocoa's regional utility bill.

CSWR has also requested the agreement contain the option for CSWR to buy those meter readings that are attached to approximately 281 locations in the future should they choose to move their billing in-house. If this option was exercised at some future date, Cocoa would provide approximately 281 water meter readings monthly, that are already obtained by Field Service for water utility billing, in an electronic file to CSWR. CSWR would use these readings to calculate, prepare, and mail a separate wastewater bill to their customers. Cocoa would not provide any other support to CSWR where it relates to disconnects for non-payment, customer outreach, billing, etc.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

The City Collects approximately $4,000 annually for Billing Services for Sunlakes Estates

Account Number	001-0000-343.37-12
Account Name	Water Billing Services / SunLake

PREVIOUS ACTION:

On May 11, 2004 Council entered into an agreement with SunLake Estates Homeowners Association, Inc. for sanitary sewer service charges.

RECOMMENDED MOTION:

Authorize the City Manager to execute an agreement between the City of Cocoa and CSWR-Florida Utility Operating Company (CSWR) for the billing and servicing of wastewater utility records and the collection and remittance of utility receipts.

AGREEMENT FOR COLLECTION OF SANITARY SEWER SERVICE CHARGES

THIS AGREEMENT, made and entered into on the last date entered below, by and between the City of Cocoa, a Florida municipal corporation ("Cocoa") and CSWR-Florida Utility Operating Company, a Florida limited liability company ("CSWR") (each individually a "Party" and collectively, the "Parties").

W I T N E S S E T H

WHEREAS, CSWR currently owns and operates a sanitary sewer system previously owned by TKCB, Inc. which provides sanitary sewer service within a portion of the Cocoa water service area; and

WHEREAS, Cocoa currently owns and operates a water works supply and transmission system within central Brevard County, Florida, for the purpose of furnishing water to its customers; and

WHEREAS, Cocoa has the capability and facilities to economically bill and collect deposits and service charges from customers utilizing CSWR's sewer system; and

WHEREAS, CSWR desires to enter into an agreement with Cocoa to provide for the collection of sanitary sewer service charges from its customers located within the Cocoa water service area.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency of which is acknowledged by the parties hereto, it is mutually agreed as follows:

1. Recitals.

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

2. Collection of charges.

Cocoa hereby agrees to collect all deposits and sewer charges due from CSWR's customers in the Cocoa water service area, commencing with the start of the first billing cycle following the Effective Date of this Agreement. Said charges will include current as well as past due charges and will be collected on a monthly basis. Charges will be collected in accordance with the policies and procedures adopted by the City of Cocoa, as reflected in the City of Cocoa Utilities Handbook, which is made available on the City of Cocoa's website. Cocoa reserves the right to unilaterally amend the policies and procedures contained in the Utilities Handbook. In the event of any conflict between the Utilities Handbook, or any amendment thereto, and the terms of this Agreement, the terms of this Agreement shall control. All sewer charges for CSWR's sanitary sewer service shall be separately itemized and included on active monthly water bills issued by Cocoa to its customers. If a customer of CSWR is not a customer of the City of Cocoa's water service or does not have an

active billing account with the City of Cocoa, CSWR shall be fully and independently responsible for collecting sewer charges from that customer.

3. Customer service

Cocoa agrees that it will provide customer service to any CSWR customer that has questions related to its bills. Cocoa also agrees that it will inform customers to contact CSWR at 855-476-1942 with any questions related to operations and services provided.

4. Service fee.

In consideration of the services to be provided and performed by Cocoa, CSWR agrees to pay Cocoa an amount per customer account computed as follows: for sanitary sewer service, a flat fee of one dollar and thirty-five cents ($1.35) per month, per account billed; for any additional services billed, a flat fee of fifty-seven cents ($0.57) per month, per account billed.

It is hereby agreed and understood that Cocoa retains the right to change the billing rate hereinabove set forth; provided, however, that in no event shall CSWR be liable for any increase in said billing rate except upon written notice thereof to be provided at least sixty (60) days prior to the effective date of said increase.

5. Customer lists/rates/deposits.

CSWR shall furnish to Cocoa a list of all customers to be billed by Cocoa together with the billing rate applicable thereto. The initial billing rate is set forth in the schedule of rates attached hereto as Exhibit "A," which is incorporated herein by this reference. In no event shall Cocoa charge or assess any rate, fee, charge, or penalty to any customer unless specifically set forth in Exhibit "A," as may be amended, or as otherwise provided herein. In consideration of the requirements of Chapter 180, Florida Statutes, regarding notice of change of utility rates, CSWR agrees to provide Cocoa with written notice of any changes in said rates at least sixty (60) days prior to the effective date thereof and to be solely responsible for all costs incurred by Cocoa and attributable to providing notice of the new rate schedule. Cocoa shall, by either check or ACH, remit the proceeds of the collection less the service fee from the monthly service charges and arrears to CSWR c/o Brent Thies, at least monthly no later than the 15th day of each month following the receipt of same.

Cocoa shall maintain a strict accounting of all deposits and the amount due each customer and shall provide a Summary Receivables Report to CSWR monthly. Should CSWR request any additional information from Cocoa beyond the information contained in the Summary Receivables Report, CSWR shall be responsible for refunding to Cocoa the full amount of any labor or programming costs incurred in procuring and providing the additional information.

In the event of partial payments of bills by customers utilizing both Cocoa water and CSWR sanitary sewerage, all amounts received shall be applied first to delinquent billings and then to

current charges in the following order: (1) Cocoa water and service charges; (2) hydrant service charges; (3) and CSWR sewerage and other charges.

6. Billing adjustments.

Normal billing adjustments to customer accounts shall be made by Cocoa without prior approval by CSWR, in accordance with the Cocoa Utilities Handbook. Authorization for new accounts, deletion of existing accounts, and adjustments not involving normal billing adjustments shall be made by Cocoa solely upon written notification from CSWR or its designated representative.

7. Disconnect/interrupt service; indemnification; collection.

Cocoa hereby agrees to disconnect or interrupt water service to property subject to this Agreement for nonpayment of CSWR sanitary sewerage service charges and to refuse to connect or reconnect such services until said delinquency is eliminated. The disconnection of water service solely for nonpayment of CSWR sanitary sewerage service charges shall be made by Cocoa without prior approval by CSWR.

In addition to the foregoing, Cocoa may at its discretion employ the services of a third-party collection agency for the collection of any delinquent account. Any costs incurred through the employment of such collection agency shall be borne solely by the delinquent customer, and shall be collected prior to reconnection of any utility service contemplated hereunder.

In the event any suit or cause of action is brought seeking to enjoin Cocoa from discontinuing or interrupting water service, or seeking to recover damages against Cocoa as a result of Cocoa's discontinuance of interruption of water services, where said interruption occurred solely to enforce nonpayment of CSWR sanitary sewer service charges, CSWR agrees to indemnify and hold Cocoa harmless for any and all expenses incurred in defending such suit and for any damages that are assessed against Cocoa in any such suit by a court of competent jurisdiction, provided that Cocoa shall promptly notify CSWR of such action.

8. Reserved meter read option.

CSWR reserves the option to move to a meter read system. Should CSWR desire to move to a meter read system, CSWR and Cocoa must execute a written amendment to this Agreement outlining the technical specifications for the meter read file structure and system. CSWR may not elect to transition to a meter read system without executing a written amendment to this Agreement. When determining the technical specifications for the meter read system, CSWR must conference and collaborate with Cocoa in good faith in order to determine the file structure and other technical specifications applicable to the meter read system.

Should CSWR exercise this option to move to a meter-read billing system by executing a written amendment to this Agreement with Cocoa, the following additional terms shall apply:

A. CSWR will pay to Cocoa a mutually agreed upon monthly flat fee or per customer fee for Meter Information transmitted to CSWR each month. Payment to Cocoa shall be due and payable within ten (10) days following the transmission of the monthly Meter Information by Cocoa. Payment shall be remitted by check made payable to the City of Cocoa, Attn: Finance Department, 65 Stone Street, Cocoa, Florida 32922.

B. CSWR's payment obligation under this Agreement shall survive the termination of this Agreement, and upon termination, any monies owed by CSWR to Cocoa under this Agreement shall become immediately due and payable.

C. All current CSWR customer accounts with Cocoa will be transferred fully to CSWR, Cocoa accounts for CSWR customers will be terminated, and the billing and collection of sanitary sewer service charges from CSWR customers will be the full and exclusive responsibility of CSWR.

D. Cocoa will continue to bill for and collect past-due sanitary sewer service charges from the delinquent accounts of CSWR customers until all past-due charges have been paid in full and the accounts become current. Once customer accounts become current, those accounts will be transferred fully to CSWR, Cocoa accounts for CSWR customers will be terminated, and the billing and collection of sanitary sewer service charges from CSWR customers will be the full and exclusive responsibility of CSWR.

9. Term of agreement.

The initial term of this Agreement shall be from the date of execution by both parties through September 30, 2024. This Agreement shall be automatically renewed for successive one (1) year terms commencing on October 1st of the applicable year and expiring on September 30th of the following year unless otherwise terminated by either Party. This Agreement may be terminated by either Party upon one hundred eighty (180) days advance written notice provided to the other Party.

10. Notice.

All notices, demands, requests, instructions, approvals, and claims shall be made 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 COCOA: City of Cocoa
c/o City Manager's Office
65 Stone Street
Cocoa, Florida 32922

TO CSWR: CSWR-Florida Utility Operating Company, LLC
c/o Josiah Cox
1630 Des Peres Road, Suite 140
St. Louis, Missouri 63131

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.

11. Miscellaneous.

A. This Agreement may only be modified, amended, or altered if the terms or conditions are contained in a written document executed by each of the parties hereto with the same formality and of equal dignity herein.

B. If any word, sentence, paragraph, or provision to this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can be accomplished.

C. This Agreement represents the entire understanding and agreement of the parties.

D. The Effective Date of this Agreement shall be the date in which the last Party hereto executes this Agreement ("Effective Date").

E. The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Brevard County, Florida for any action filed in state court and Orlando, Florida for any action filed in federal court.

F. Both Cocoa and CSWR have participated equally in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the Parties as drafter.

G. No delay or failure by either Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

H. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cocoa and CSWR.

I. Nothing contained in this Agreement shall be construed as a waiver by Cocoa of its sovereign immunity under Section 768.28, Florida Statutes, or any other law limiting the liability of Cocoa.

J. CSWR is aware of and agrees to comply with the requirements of Florida Statutes § 287.138. To the extent that, under this Agreement, CSWR has access to personal identifying information, CSWR agrees that: CSWR is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in CSWR; and CSWR is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes § 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle Cocoa to, in its sole discretion, terminate this Agreement. CSWR shall signify their compliance with Florida Statutes § 287.138 by completing the affidavit of compliance attached hereto as Exhibit "B."

K. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

CITY OF COCOA, FLORIDA

_____

Michael C. Blake, Mayor

Date: _____

ATTEST:

_____

Monica Arsenault, City Clerk

CSWR-FLORIDA UTILITY OPERATING COMPANY,
A FLORIDA LIMITED LIABILITY COMPANY

By: _____

Print Name/Title: Vice President

Date: 3/12/2024

WITNESS:

By: _____

Print Name/Title: David Woodsmall, Assoc Gen Counsel

Date: 3-12-24

By: _____

Print Name/Title: KATHRYN DAVIS Accounts Receivable Analyst

Date: 03/12/2024

The foregoing instrument was acknowledged before me this 12th day of March, 2024, by Brent Thies, the Vice President & Controller of CSWR-Florida Utility Operating Company, who executed the foregoing instrument and acknowledged before me that the same was executed for the uses and purposes therein expressed and who is [X] personally known to me or [ ] has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)

DANIEL RYAN JANOWIAK
Notary Public, Notary Seal
State of Missouri
St. Charles County
Commission # 20374795
My Commission Expires 05-04-2024

_____
Notary Public Signature

EXHIBIT A

SCHEDULE OF RATES

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Meter Sizes	Base Facility Charge
5/8” x 3/4"	$ 20.25
3/4"	$ 30.38
1”	$ 50.63
1 1/2"	$ 101.25
2”	$ 162.00
3”	$ 324.00
4”	$ 506.25
6”	$ 1,012.50
Charge per 1,000 gallons	$ 8.55

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE - September 22, 2023

TYPE OF FILING - Four Year Rate Reduction

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-2023-0102

DOCKET NO. 20180218-SU

ORDER NO. PSC-2019-0362-PAA-SU

EFFECTIVE: September 22, 2023

Elisabeth Draper

DIRECTOR
DIVISION OF ECONOMICS

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Meter Size	Base Facility Charge
All meter sizes	$20.25
Charge per 1,000 gallons 6,000 gallons cap	$ 7.14

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE - September 22, 2023

TYPE OF FILING - Four Year Rate Reduction

THAD A. TERRY
ISSUING OFFICER

PRESIDENT
TITLE

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

AUTHORITY NO. WS-2023-0102

DOCKET NO. 20180218-SU

ORDER NO. PSC-2019-0362-PAA-SU

EFFECTIVE: September 22, 2023

Elisabeth Draper

DIRECTOR
DIVISION OF ECONOMICS

EXHIBIT B

AFFIDAVIT OF COMPLIANCE WITH FLA. STAT. § 287.138

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

CSWR-Florida Utility Operating Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Brent Thies

Title: Vice President

Signature: _____ Date: 3/12/24

Locations Connected to CSWR-FL

	Cus	Loc	St Nbr	St Name	Sfx
1	433905	28456	661	CORAL LAKE	PL
2	356973	28480	662	CORAL LAKE	PL
3	438733	28608	663	CORAL LAKE	PL
4	479391	28564	664	CORAL LAKE	PL
5	462641	28484	665	CORAL LAKE	PL
6	489405	28590	667	CORAL LAKE	PL
7	196921	28578	669	CORAL LAKE	PL
8	482091	28618	670	CORAL LAKE	PL
9	40265	28476	671	CORAL LAKE	PL
10	465061	28586	672	CORAL LAKE	PL
11	319343	28538	600	CRYSTAL LAKE	DR
12	502331	28568	601	CRYSTAL LAKE	DR
13	482823	28596	602	CRYSTAL LAKE	DR
14	277163	28614	604	CRYSTAL LAKE	DR
15	469891	28526	605	CRYSTAL LAKE	DR
16	492905	28512	606	CRYSTAL LAKE	DR
17	454709	28554	607	CRYSTAL LAKE	DR
18	485893	28478	608	CRYSTAL LAKE	DR
19	455581	28528	610	CRYSTAL LAKE	DR
20	370643	28486	612	CRYSTAL LAKE	DR
21	289531	28532	614	CRYSTAL LAKE	DR
22	516111	28582	616	CRYSTAL LAKE	DR
23	439145	28626	618	CRYSTAL LAKE	DR
24	449045	28520	620	CRYSTAL LAKE	DR
25	467111	28594	624	CRYSTAL LAKE	DR
26	283627	28576	626	CRYSTAL LAKE	DR
27	354615	28522	628	CRYSTAL LAKE	DR
28	496223	28566	629	CRYSTAL LAKE	DR
29	337197	28556	630	CRYSTAL LAKE	DR
30	405907	28558	631	CRYSTAL LAKE	DR
31	229071	28560	632	CRYSTAL LAKE	DR
32	504685	28516	633	CRYSTAL LAKE	DR
33	512297	28548	634	CRYSTAL LAKE	DR
34	374509	28612	635	CRYSTAL LAKE	DR
35	435773	28552	636	CRYSTAL LAKE	DR
36	436891	28492	637	CRYSTAL LAKE	DR
37	296199	28598	638	CRYSTAL LAKE	DR
38	371773	28604	639	CRYSTAL LAKE	DR
39	433613	28584	640	CRYSTAL LAKE	DR
40	388501	28500	641	CRYSTAL LAKE	DR
41	378505	28488	642	CRYSTAL LAKE	DR
42	418333	28544	601	EMERALD LAKE	DR
43	491883	28462	603	EMERALD LAKE	DR
44	435599	28394	604	EMERALD LAKE	DR
45	446159	28482	605	EMERALD LAKE	DR

46	420787	28366	606	EMERALD LAKE	DR
47	507771	28562	607	EMERALD LAKE	DR
48	509097	28424	608	EMERALD LAKE	DR
49	457433	28452	610	EMERALD LAKE	DR
50	496979	28470	611	EMERALD LAKE	DR
51	464615	28474	612	EMERALD LAKE	DR
52	473451	28464	613	EMERALD LAKE	DR
53	151761	28400	614	EMERALD LAKE	DR
54	193369	28610	617	EMERALD LAKE	DR
55	478557	28616	619	EMERALD LAKE	DR
56	376609	28412	620	EMERALD LAKE	DR
57	312501	28624	621	EMERALD LAKE	DR
58	380015	28472	622	EMERALD LAKE	DR
59	414689	28620	623	EMERALD LAKE	DR
60	266287	28428	624	EMERALD LAKE	DR
61	236989	28518	625	EMERALD LAKE	DR
62	296187	28498	626	EMERALD LAKE	DR
63	373185	28426	627	EMERALD LAKE	DR
64	481693	28430	628	EMERALD LAKE	DR
65	193161	28432	629	EMERALD LAKE	DR
66	433673	28434	630	EMERALD LAKE	DR
67	399163	28450	631	EMERALD LAKE	DR
68	384609	28502	632	EMERALD LAKE	DR
69	321727	28546	633	EMERALD LAKE	DR
70	429299	28448	634	EMERALD LAKE	DR
71	428045	28530	635	EMERALD LAKE	DR
72	471827	28398	636	EMERALD LAKE	DR
73	514851	28592	637	EMERALD LAKE	DR
74	306153	28496	638	EMERALD LAKE	DR
75	360199	28622	639	EMERALD LAKE	DR
76	437151	28444	640	EMERALD LAKE	DR
77	500125	127228	641	EMERALD LAKE	DR
78	465711	28440	642	EMERALD LAKE	DR
79	503905	130182	644	EMERALD LAKE	DR
80	516095	128718	646	EMERALD LAKE	DR
81	514765	131036	647	EMERALD LAKE	DR
82	196335	129644	648	EMERALD LAKE	DR
83	492387	135690	649	EMERALD LAKE	DR
84	253497	131034	650	EMERALD LAKE	DR
85	411695	127650	651	EMERALD LAKE	DR
86	474959	125480	654	EMERALD LAKE	DR
87	512217	130504	656	EMERALD LAKE	DR
88	499815	127652	658	EMERALD LAKE	DR
89	491499	136134	662	EMERALD LAKE	DR
90	169715	129122	663	EMERALD LAKE	DR
91	500209	133004	664	EMERALD LAKE	DR
92	491491	134626	665	EMERALD LAKE	DR

93	63011	133006	667	EMERALD LAKE	DR
94	476687	129918	668	EMERALD LAKE	DR
95	339121	129198	669	EMERALD LAKE	DR
96	328821	129920	670	EMERALD LAKE	DR
97	491473	135760	671	EMERALD LAKE	DR
98	476263	134936	673	EMERALD LAKE	DR
99	229359	129174	674	EMERALD LAKE	DR
100	426799	130034	675	EMERALD LAKE	DR
101	225789	129852	676	EMERALD LAKE	DR
102	409573	136136	677	EMERALD LAKE	DR
103	489879	130502	678	EMERALD LAKE	DR
104	428937	128928	680	EMERALD LAKE	DR
105	370317	133854	681	EMERALD LAKE	DR
106	448119	128930	682	EMERALD LAKE	DR
107	466897	131294	683	EMERALD LAKE	DR
108	454875	128472	684	EMERALD LAKE	DR
109	351277	126214	685	EMERALD LAKE	DR
110	490995	128690	686	EMERALD LAKE	DR
111	93991	126552	688	EMERALD LAKE	DR
112	494007	28048	620	LAKE ERIE	PL
113	320177	28018	630	LAKE ERIE	PL
114	442375	28104	660	LAKE ERIE	PL
115	423563	27896	670	LAKE ERIE	PL
116	272843	27904	680	LAKE ERIE	PL
117	465117	28128	4710	LAKE MICHIGAN	AVE
118	240931	28152	4715	LAKE MICHIGAN	AVE
119	30043	28174	4720	LAKE MICHIGAN	AVE
120	389415	28114	4725	LAKE MICHIGAN	AVE
121	494773	28194	4730	LAKE MICHIGAN	AVE
122	152245	28046	4735	LAKE MICHIGAN	AVE
123	377829	28186	4740	LAKE MICHIGAN	AVE
124	152873	27980	4745	LAKE MICHIGAN	AVE
125	311995	28222	4750	LAKE MICHIGAN	AVE
126	481441	28216	4755	LAKE MICHIGAN	AVE
127	249349	28106	4760	LAKE MICHIGAN	AVE
128	504701	28134	4765	LAKE MICHIGAN	AVE
129	390985	28100	4770	LAKE MICHIGAN	AVE
130	515329	28080	4775	LAKE MICHIGAN	AVE
131	495733	28112	4780	LAKE MICHIGAN	AVE
132	379863	28246	4785	LAKE MICHIGAN	AVE
133	504643	28042	4790	LAKE MICHIGAN	AVE
134	314047	28226	4795	LAKE MICHIGAN	AVE
135	479791	28032	4800	LAKE MICHIGAN	AVE
136	403013	27970	4805	LAKE MICHIGAN	AVE
137	313865	27978	4810	LAKE MICHIGAN	AVE
138	29919	28066	4815	LAKE MICHIGAN	AVE
139	29825	27984	4820	LAKE MICHIGAN	AVE

140	29781	27948	4825	LAKE MICHIGAN	AVE
141	467639	28002	4830	LAKE MICHIGAN	AVE
142	342573	28054	4840	LAKE MICHIGAN	AVE
143	510813	28022	4850	LAKE MICHIGAN	AVE
144	151765	27950	4855	LAKE MICHIGAN	AVE
145	381171	28256	4860	LAKE MICHIGAN	AVE
146	462843	28050	4870	LAKE MICHIGAN	AVE
147	195555	27956	4700	LAKE ONTARIO	DR
148	24797	27898	4705	LAKE ONTARIO	DR
149	29851	28008	4710	LAKE ONTARIO	DR
150	492709	28170	4715	LAKE ONTARIO	DR
151	172397	28284	4720	LAKE ONTARIO	DR
152	495349	28168	4730	LAKE ONTARIO	DR
153	474799	28092	4735	LAKE ONTARIO	DR
154	435581	28242	4740	LAKE ONTARIO	DR
155	309073	27954	4745	LAKE ONTARIO	DR
156	508543	27906	4750	LAKE ONTARIO	DR
157	106269	28184	4755	LAKE ONTARIO	DR
158	427071	28006	4760	LAKE ONTARIO	DR
159	466181	27912	4765	LAKE ONTARIO	DR
160	383375	27908	4770	LAKE ONTARIO	DR
161	496075	27894	4775	LAKE ONTARIO	DR
162	491871	28238	4780	LAKE ONTARIO	DR
163	371065	28020	4785	LAKE ONTARIO	DR
164	343703	28276	4790	LAKE ONTARIO	DR
165	470105	28190	4795	LAKE ONTARIO	DR
166	450265	27902	4800	LAKE ONTARIO	DR
167	259663	28034	4805	LAKE ONTARIO	DR
168	470949	28272	4815	LAKE ONTARIO	DR
169	413003	27900	4820	LAKE ONTARIO	DR
170	379215	28274	4825	LAKE ONTARIO	DR
171	393135	28060	4830	LAKE ONTARIO	DR
172	435959	28196	4835	LAKE ONTARIO	DR
173	470565	28180	4840	LAKE ONTARIO	DR
174	445127	28260	4845	LAKE ONTARIO	DR
175	30177	28290	4850	LAKE ONTARIO	DR
176	327345	27910	4860	LAKE ONTARIO	DR
177	311445	28154	4865	LAKE ONTARIO	DR
178	29803	27968	4880	LAKE ONTARIO	DR
179	418805	27960	4890	LAKE ONTARIO	DR
180	503395	28404	650	LAKE PLACID	PL
181	497895	28396	651	LAKE PLACID	PL
182	392357	28406	652	LAKE PLACID	PL
183	432343	28408	653	LAKE PLACID	PL
184	383095	28414	654	LAKE PLACID	PL
185	464545	28606	655	LAKE PLACID	PL
186	510215	28534	656	LAKE PLACID	PL

187	414821	28600	657	LAKE PLACID	PL
188	390641	28376	659	LAKE PLACID	PL
189	294373	28378	660	LAKE PLACID	PL
190	123049	28572	4725	LAKE SUPERIOR	DR
191	436311	28148	4735	LAKE SUPERIOR	DR
192	493903	28176	4740	LAKE SUPERIOR	DR
193	263949	28188	4745	LAKE SUPERIOR	DR
194	373051	28280	4750	LAKE SUPERIOR	DR
195	489341	28214	4755	LAKE SUPERIOR	DR
196	31537	28286	4760	LAKE SUPERIOR	DR
197	435719	28236	4765	LAKE SUPERIOR	DR
198	133921	28266	4770	LAKE SUPERIOR	DR
199	377401	28264	4775	LAKE SUPERIOR	DR
200	489905	28316	4780	LAKE SUPERIOR	DR
201	359117	28162	4785	LAKE SUPERIOR	DR
202	336239	28288	4790	LAKE SUPERIOR	DR
203	423811	28278	4800	LAKE SUPERIOR	DR
204	274971	28198	4806	LAKE SUPERIOR	DR
205	453949	28052	4807	LAKE SUPERIOR	DR
206	476229	28068	4810	LAKE SUPERIOR	DR
207	422135	28062	4813	LAKE SUPERIOR	DR
208	141013	28210	4814	LAKE SUPERIOR	DR
209	515509	28084	4818	LAKE SUPERIOR	DR
210	505531	28004	4819	LAKE SUPERIOR	DR
211	361409	27934	4824	LAKE SUPERIOR	DR
212	382619	28178	4825	LAKE SUPERIOR	DR
213	477181	28026	4831	LAKE SUPERIOR	DR
214	170023	28252	4837	LAKE SUPERIOR	DR
215	416707	27964	4838	LAKE SUPERIOR	DR
216	333479	28058	4843	LAKE SUPERIOR	DR
217	422529	28076	4849	LAKE SUPERIOR	DR
218	336231	28024	4850	LAKE SUPERIOR	DR
219	29977	27988	4855	LAKE SUPERIOR	DR
220	345841	28110	4861	LAKE SUPERIOR	DR
221	378445	28040	4866	LAKE SUPERIOR	DR
222	225249	28094	4867	LAKE SUPERIOR	DR
223	387587	28108	4872	LAKE SUPERIOR	DR
224	51923	28044	4879	LAKE SUPERIOR	DR
225	166449	28096	4884	LAKE SUPERIOR	DR
226	126349	28122	4885	LAKE SUPERIOR	DR
227	455937	28132	4891	LAKE SUPERIOR	DR
228	192597	28160	4897	LAKE SUPERIOR	DR
229	283755	28418	600	LAKE TAHOE	DR
230	407671	28386	601	LAKE TAHOE	DR
231	358181	28602	602	LAKE TAHOE	DR
232	255017	28350	603	LAKE TAHOE	DR
233	450707	28446	604	LAKE TAHOE	DR

234	439289	28490	605	LAKE TAHOE	DR
235	509983	28380	606	LAKE TAHOE	DR
236	496677	28362	607	LAKE TAHOE	DR
237	510393	28402	608	LAKE TAHOE	DR
238	387863	28372	610	LAKE TAHOE	DR
239	500159	28382	612	LAKE TAHOE	DR
240	381217	28420	614	LAKE TAHOE	DR
241	274869	28348	615	LAKE TAHOE	DR
242	443433	28358	616	LAKE TAHOE	DR
243	341927	28392	617	LAKE TAHOE	DR
244	141531	28354	618	LAKE TAHOE	DR
245	501461	28368	619	LAKE TAHOE	DR
246	379003	28514	620	LAKE TAHOE	DR
247	257725	28346	621	LAKE TAHOE	DR
248	489479	28360	622	LAKE TAHOE	DR
249	348107	28422	623	LAKE TAHOE	DR
250	500997	28416	628	LAKE TAHOE	DR
251	363585	28206	4710	SHARPES LAKE	AVE
252	449785	28270	4715	SHARPES LAKE	AVE
253	477823	28164	4720	SHARPES LAKE	AVE
254	385039	28136	4725	SHARPES LAKE	AVE
255	120309	28262	4730	SHARPES LAKE	AVE
256	120925	28240	4735	SHARPES LAKE	AVE
257	413471	28258	4740	SHARPES LAKE	AVE
258	177245	28146	4745	SHARPES LAKE	AVE
259	495239	28116	4750	SHARPES LAKE	AVE
260	29561	28204	4755	SHARPES LAKE	AVE
261	510411	28282	4760	SHARPES LAKE	AVE
262	311445	28268	4765	SHARPES LAKE	AVE
263	326783	28140	4769	SHARPES LAKE	AVE
264	496645	28234	4770	SHARPES LAKE	AVE
265	29999	28138	4775	SHARPES LAKE	AVE
266	238619	28220	4780	SHARPES LAKE	AVE
267	474889	28218	4785	SHARPES LAKE	AVE
268	402663	28172	4790	SHARPES LAKE	AVE
269	219941	28192	4795	SHARPES LAKE	AVE
270	266551	28230	4800	SHARPES LAKE	AVE
271	439719	28126	4805	SHARPES LAKE	AVE
272	509763	28078	4810	SHARPES LAKE	AVE
273	491451	28150	4815	SHARPES LAKE	AVE
274	513571	28224	4820	SHARPES LAKE	AVE
275	358349	28212	4825	SHARPES LAKE	AVE
276	30127	28248	4830	SHARPES LAKE	AVE
277	391571	28182	4835	SHARPES LAKE	AVE
278	394687	28118	4840	SHARPES LAKE	AVE
279	475793	28200	4845	SHARPES LAKE	AVE
280	222153	27962	4850	SHARPES LAKE	AVE

281 496319 27966 4855 SHARPES LAKE AVE

Please return to:
Joan Clark, CMC, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa FL 32922
(321) 639-7555

CFN 2004165047 05-26-2004 08:53 am
OR Book/Page: 5306 / 0141

AGREEMENT

THIS AGREEMENT, made and entered into on the last date entered below, by and between the **CITY OF COCOA**, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Cocoa", and **SUN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation hereinafter referred to as "Sun Lake".

W I T N E S S E T H :

WHEREAS, Sun Lake currently owns and operates a sanitary sewage treatment system for the residents of Sun Lake a manufactured housing subdivision within central Brevard County, Florida; and

WHEREAS, Cocoa currently owns and operates a water works supply and transmission system within central Brevard County, Florida for the purpose of furnishing water to its customers, including customers located in Sun Lake subdivision; and

WHEREAS, Cocoa has the capability and facilities to economically bill and collect deposits and service charges from customers of Sun Lake; and

WHEREAS, Sun Lake desires to enter into an agreement with Cocoa to provide for the collection of sanitary sewer service charges from its customers located within the Sun Lake subdivision; and

WHEREAS, execution of this Agreement will mutually benefit the parties and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency of which is acknowledge by the parties hereto, it is mutually agreed as follows:

1. Recitals.

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

2. Collection of Charges.

Cocoa hereby agrees to collect all deposits and sewer charges due from Sun Lake customers in the Sun Lake subdivision. Said charges will include current as well as past due charges, and will be collected on a monthly basis in accordance with policies and procedures adopted by Cocoa in consultation with Sun Lake. A set of current policies and procedures to be utilized by Cocoa in the collection of said accounts is attached hereto as **Exhibit "A"** and made a part hereof by this

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 10 #Names: 2 Serv: 0.00
Trust: 5.50 Rec: 41.00 Excise: 0.00
Deed: 0.00 Int Tax: 0.00
Mtg: 0.00

reference. Cocoa reserves the right to unilaterally amend the policies and procedures contained in **Exhibit "A"** however, Cocoa agrees to provide Sun Lake a copy of any amendments to such policies and procedures at least thirty (30) days prior to the date of implementation of the same. In the event of any conflict between the policies and procedures attached hereto as **Exhibit "A"**or any amendment thereto and the terms of this Agreement, the terms of this Agreement shall control. All sewer charges for Sun Lake sanitary sewer service shall be separately itemized and included on monthly water bills issued by Cocoa to its customers, or, if said person is not on Cocoa water, by separate monthly billing prepared by Cocoa for said purpose.

3. Service fee.

In consideration of the services to be provided and performed by Cocoa, Sun Lake agrees to pay to Cocoa an amount per customer account computed as follows: For sanitary sewer service, a flat fee of $0.85 per month, per account billed.

It is hereby agreed and understood that Cocoa retains the right to change the billing rate hereinabove set forth; provided, however, that in no event shall Sun Lake be liable for any increase in said billing rate except upon written notice thereof to be provided at least sixty (60) days prior to the effective date of said increase.

4. Customer List/Rates/Deposits.

Sun Lake shall furnish to Cocoa a list of all customers to be billed by Cocoa together with the billing rate applicable thereto. The initial billing rate is set forth in the schedule of rates attached hereto as **Exhibit "B"** and incorporated herein by this reference. In no event shall Cocoa charge or assess any rate, fee, charge or penalty to any customer unless specifically set forth in **Exhibit "B"** as may be amended, or as may otherwise be provided herein. In consideration of the requirements of Chapter 180, Florida Statutes, regarding notice of change of utility rates, Sun Lake agrees to provide to Cocoa written notice of any changes in said rates at least sixty (60) days prior to the effective date thereof and to be solely responsible for all costs incurred by the City and attributable to providing notice of the new rate schedule. Cocoa shall remit the proceeds of the collections less the service fee from the monthly service charges and arrears to the Sun Lake, c/o Thad A. Terry, President, at least monthly no later than the 15th day of each month following receipt of same.

Cocoa shall maintain a strict accounting of all deposits and the amount due each customer. Cocoa shall provide the following reports monthly to Sun Lake:

A. Receivables report; and

B. Billing register.



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plus such additional information requested in writing by Sun Lake or its authorized representative

In the event of partial payments of bills by customers utilizing both Cocoa water and Sun

Lake sanitary sewerage, all amounts received shall be applied first to delinquent billings and then to current charges in the following order: Cocoa water and service charges, hydrant service charge, and Sun Lake sewerage and other Sun Lake charges.

5. Billing Adjustments.

Normal billing adjustments to customer accounts shall be made by Cocoa without prior approval by Sun Lake, in accordance with the "Adjustments - Classification and Use" section set forth in **Exhibit "A".**

Authorization for new accounts, deletion of existing accounts and adjustments not involving normal billing adjustments set forth in **Exhibit "A"** shall be made by Cocoa solely upon written notification from Sun Lake or its designated representative.

6. Disconnect/Interrupt Service; Indemnification; Collection.

Cocoa hereby agrees to disconnect or interrupt water service to property subject of this Agreement for nonpayment of Sun Lake sanitary sewerage service charges and to refuse to connect or reconnect such services until said delinquency has been eliminated. The disconnection of water service solely for nonpayment of Sun Lake sanitary sewerage service charges shall be made by Cocoa without prior approval by Sun Lake.

In addition to the foregoing, Cocoa may at its discretion employ the services of a third-party collection agency for the collection of any delinquent account. Any costs incurred through the employment of such collection agency shall be borne solely by the delinquent customer, and is to be collected prior to reconnection of any utility service contemplated hereunder.

In the event any suit or cause of action is brought seeking enjoin Cocoa from discontinuing or interrupting water service, or seeking to recover damages against Cocoa as a result of Cocoa's discontinuance or interruption of water services, where said interruption occurred solely to enforce nonpayment of Sun Lake sanitary sewer service charges, Sun Lake agrees to indemnify and hold Cocoa harmless for any and all expenses incurred in defending such suit and for any damages that are assessed against Cocoa in any such suit by a court of competent jurisdiction, provided that Cocoa shall promptly notify Sun Lake of such action.

7. Term of Agreement.

The initial term of this Agreement shall be from the date of execution by both parties through September 30, 2003. This Agreement shall be automatically renewed for successive one (1) year periods commencing on October 1 of the applicable year and terminating on September 30 of the following year unless otherwise terminated by either party. This Agreement may be terminated by either party upon one hundred eighty (180) days notice of the other party.

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8. Notice.

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 Cocoa: City of Cocoa
c/o City Manager's Office
603 Brevard Avenue
P.O. Box 1750
Cocoa, Florida 32922



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TO Sun Lake: Sun Lake Estates Homeowners Association, Inc.
c/o Thad A. Terry
5600 North US 1
Cocoa, FL 32927

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.

9. Miscellaneous provisions.

A. This Agreement may only be modified, amended or altered if the terms or conditions are contained in a written document executed by each of the parties hereto with the same formality and of equal dignity herein.

B. If any word, sentence, or paragraph or provision to this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not effect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the Parties can be accomplished.

C. This Agreement represents the entire understanding and agreement of the parties.

D. The effective date of this Agreement shall be the date in which the last party hereto executes this Agreement.

E. The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Brevard County, Florida for any action filed in state court and in Orlando, Florida for any action filed in federal court.

F. Both Cocoa and Sun Lake have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as drafter.

G. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

H. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cocoa and Sun Lake.

I. Nothing contained in this Agreement shall be construed as a waiver by Cocoa of its sovereign immunity under Section 768.28, Florida Statutes or any other law limiting the liability of Cocoa.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

WITNESSES

Sonya Whisenant
Sonya Whisenant

Barbara Rea

SUN LAKE ESTATES HOMEOWNERS ASSOCIATION, INC.

By: Thad A. Terry Pres.
Thad A. Terry, President

Date: 11-25-03

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 25 day of Nov, 2003 by THAD A. TERRY, President of Sun Lake Estates Homeowners Association, Inc,. who executed the foregoing instrument and acknowledged before me that the same was executed for the uses and purposes therein expressed and ☑ who is personally known to me or ☐ who has produced _____ as identification and who did not take an oath.

Pamela Y. Bolton
Notary Public Signature

(NOTARY SEAL)

PAMELA Y. BOLTON
Notary Public, State of Florida
My comm. exp. Nov. 6, 2005
Comm. No. DD 079304

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ATTEST:

Joan Clark, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Judy J. Parrish, Mayor

Date: 5/11/04

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EXHIBIT "A"

Cocoa Collections - Policies and Procedures

In general the City does not reduce charges by adjustment unless the City is at fault either through its equipment or employees. Following is a description of adjustments made by the City:

1. **Billing Corrections.** This type of adjustment reflects the correction of errors made by the City employees or the adjustment of charges due to the failure of City equipment. It includes but is not limited to the following:

   (A) Correction of under/over estimated bills.

   (B) Correction of under/over meter readings.

   (C) Adjustments due to failed meters.

   (D) Adjustments for duplicate billing or unbilled charges.

   (E) Adjustments for delayed meter readings. We attempt to read a customer's meter at approximately the same date each month. Delayed readings may adversely affect a customer that normally runs at or below the minimum. If such a customer has 34 or more days in the billing period, the excess consumption over the minimum may be adjusted to the previous month or to the next billing period.

   (F) Adjustments due to leaks at the meter connection on the customer side of the meter. Normally the dividing line of responsibility is the meter with the customer being responsible for any water registered on the meter whether it is used or lost. Since the City has the right to read and maintain the meter it is possible that such activity could cause a lead on the customer's side at the meter connection. Repairs of this type are reported by job order by City crews and if possible the rate of the leak is recorded. Normally, this type of adjustment is limited to the month in which the lead is discovered. The adjustment is based on past actual average consumption.

2. **Bad Check.** When a bad check is returned an adjustment is made to redebit the customer's account in exactly the same manner as it was credited by the bad check. The check is returned to the customer with a demand for payment including any NSF service charge to be received within ten (10) days from the date of the letter or service may be discontinued. Exception: if the check was for an amount in excess of $200.00 and was used to reestablish service after a previous "cut-off", service will be discontinued the next day.

3. **True Adjustments**. This type of adjustment is used to write off or reduce charges where the City employees or City equipment was not in fault. Examples are:



(A) When the customer has a leak at such a point that the lost water is not returned to the sewer system to be treated and the loss can be documented by a plumber statement or visually by the City, an adjustment may be made for the sewer charges resulting from the lost water. True adjustments will be made on Cocoa services only.

(B) Where service is discontinued for nonpayment of charges the service charge may be adjusted if the customer can demonstrate by his check stub that he made payment in time to avoid the cutoff but the City failed to receive it.

(C) Any City charge that the Customer Service Section is advised to adjust by our superiors that does not fall into one of the other classifications.

4. **Bad Debts.** This adjustment is used to write off uncollectible accounts or to redebit accounts which were previously adjusted off as a bad debt and were subsequently collected. (See section on Collections - Final Bill Handling.)

5. **Payment Adjustments.** This adjustment should only be used to balance the accounts receivable payment updates with the bank deposit or a special deposit run with the deposit register.

6. **Dummy Adjustments.** This is a one-sided entry which is used to put the book in balance. (See section on Financial Control.)

7. **Cash Transfer Adjustments.** Advance payments and in some instances credit adjustments create overpayments. Cash transfer adjustments are used to move overpayments from one account to another or from one service to another service within the same account.

8. **Other Adjustments.** This classification is received to handle those requests for adjustments received from other private or governmental units for which we bill their services. Any request received from such units should be classified other.

9. **Collections.** Collection of Delinquent Bills.

Bills are due twenty (20) days after the billing date. Failure to receive the bill will not avoid the necessity of payment or discontinuance of service for failure to pay.

If the previous balance is $15.00 or more, the bill will be considered delinquent. Delinquent notices will be sent to all customers with outstanding balances not paid within forty (40) days of the date of the original bill. Delinquent notices carry a past due date that is five (5) days from the billing date of the delinquent bill. If the previous balance on a delinquent statement is not paid by the past due date, service will be discontinued. Once service has been discontinued for non-payment, the full amount

outstanding (current charges plus previous charges plus a late payment charge) must be paid before service will be restored. A delinquent disconnect charge will be included on the next bill.

Certain exceptions to the above rules and payment plans are available on a case-by-case basis.

(A) Customers that have paid "on time" (have not had a delinquent bill) for seven of the past months; and

(B) Customers that have a total bill of less than 50% of their deposit.

(C) Customers in (A) and (B) will not be cut off for nonpayment on that month's delinquent billing. Instead, such customers will be omitted from that month's cut off list. They will appear on the following month's cut off list and they will be turned off at that time if the previous balance is not paid.

(D) The special treatment given to customers in (A) and (B) will not operate consecutively. Customers that have been omitted from the cut off list one month and have still not paid by the next month will be cut off regardless of their previous payment record or of the amount owed in relation to the deposit.

When justified the Customer Service representative is authorized to grant extensions of up to ten (10) days beyond the past due date. Extension beyond ten (10) days must carry the written approval of the Customer Service Manager or the Sr. Customer Service Representative. All extensions will be in writing.

Where we bill and collect for other private or governmental units those units may grant extensions involving their services by way of a written request.

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EXHIBIT "B"

SEWER RATES FOR SUN LAKE

M	Sewer
0	12.50
1	14.48
2	16.46
3	18.44
4	20.42
5	22.40
6	24.38
7	26.36
8	28.34
9	30.32
10	32.30
11	34.28
12	36.26



** PLEASE NOTE **

Per the Sun Lake Homeowners Association:

Effective:

08/01//92	Base Rate	= $12.50	Per Gal	= .66	Maximum = 12M
11/01/92	Base Rate	= $12.50	Per Gal	= 1.32	Maximum = 12M
02/01/93	Base Rate	= $12.50	Per Gal	= 1.98	Maximum = 12M
05/01/93	Base Rate	= $12.50	Per Gal	= 2.65	Maximum = 12M

TKCB, INC.
Aka/SUN LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
5600 NORTH COCOA, BLVD.
COCOA, FL 32927
(321) 639-1124

December 5, 2023

City of Cocoa
City Manager
Stockton Whitten
65 Stone Street
Cocoa, FL 32922

RE:

Dear Mr. Whitten,

TKCB, Inc. submits this written notification of its intent to cancel the "Billing Services Agreement" that was entered into with the City of Cocoa on or around September 30, 2003, as of December 31, 2023. TKCB has entered into a contract to sell all of its utility operations and assets to Central States Water Resources (CSWR), and expects a closing date to occur within the first half of January 2024.

We also request that all current and future collections from its customers, received by the City of Cocoa, for billed wastewater services, through December 31, 2023, continue to be remitted to Sun Lakes Estates, per the terms of the billing agreement.

It is our understanding that CSWR will contact the City of Cocoa concerning its future plans for operations of the Sun Lakes Estates wastewater system going forward.

If you have any questions, please do not hesitate to contact me or my son, Thad (Brett) Terry, Jr. at 321-639-1124 or 321-394-6929.

Respectfully Submitted,

Thad A. Terry
President
TKCB, Inc.

Cc: Jeff Small. OCBOA Consulting, LLC

Legislation Details (With Text)

File #:	24-050	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/5/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) in the amount of $279,799.61 to award funds for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY 2024 HOME Budget, BAF#24 -068-A, trueing up the Fiscal Year 2024 accounts. Approve a Resolution to Waive Competitive Bidding. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FTHB -CHI Agreement 2024.pdf Resolution to Waive Competitive Bid 2024-023.pdf Budget Resolution FY 2024-024 ADA Compliant.pdf BAF 24-068-A-CS- HOME FY24 Budget True Up (0-26-24) Agenda 24-050.pdf Budget True Up.pdf Allocation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2024
Agenda Date: March 26, 2024
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing Initiative, Inc. (CHI) in the amount of $279,799.61 to award funds for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY 2024 HOME Budget, BAF#24-068-A, trueing up the Fiscal Year 2024 accounts. Approve a Resolution to Waive Competitive Bidding.

BACKGROUND:

On February 27, 2024 City Council approved the FY 2023/2024 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $310,488.38. The HOME Disbursement Agreement included funding the First Time Homebuyer Program with FY 2023/2024 grant allocation of $74,089.67 and carry forward funds of $236,398.71. Staff is proposing to allocate a total of $279,799.61 towards First Time Homebuyer Program, to assist six (6) low-income households with closing cost and down payment assistance, towards the purchase of a home within

the city limits of Cocoa. Five (5) of those will be set aside for homes that CHI are currently building in Diamond Square Community Redevelopment Area (DSCRA). These five (5) homes are part of the Michael C. Blake Subdivision.

The First Time Homebuyer (FTHB) Program provides down payment and closing cost assistance to income eligible, first-time homebuyers, using funds provided form the grant programs. The administration of the FTHB includes marketing, pre-screen applicants, income verification, underwriting, underwriting, property inspections, closing document review, preparation and recording of mortgage documents, homebuyer education and counseling, budgeting, housing and debt ratios, fair housing, mortgage default prevention, post-closing responsibilities, and hurricane preparedness.

The amount of the down payment assistance will be based on the household's needs. Per the City's Housing Policy, the maximum assistance for very-low-income households is $40,000. The maximum assistance for low-income households is $35,000. However, if not all funds are needed to make the home affordable, they will not be awarded to the client. There is also a $2,600 subrecipient fee per closing which shall be paid to CHI, this is part of the maximum assistance.

Additionally, Staff is requesting that competitive bidding be waived for the distribution of these funds. Brevard County as the "lead entity" of the Brevard County HOME Consortium has certified Community Housing Initiative, Inc., as a Subrecipient and eligible to receive HOME Investment Partnership Program (HOME) funds. Brevard County has entered into an agreement with the City authorizing and directing the City to utilize Brevard County HOME Consortium funds for eligible HOME activities and projects.

Staff is requesting amending the FY 2024 budget to true up the budgets related to HOME. At the February 27th Council meeting, Council approved the FY2023-2024 HOME agreement with a total budget of $310,488.38. As part of the budget, the following activities are funded with HOME funds: Program Administration - $6535.60, Community Housing Development Organization (CHDO) - $24,153.17 and First Time Homebuyer - $279,799.61.

STRATEGIC PLAN CONNECTION:

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

BUDGETARY IMPACT:

Budgeted Yes

PREVIOUS ACTION:

On February 27, 2024 City Council approved the FY 2023/2024 HOME Disbursement Agreement between the City of Cocoa and Brevard County in the amount of $310,488.38.

RECOMMENDED MOTION:

Approve a HOME Investment Partnership (HOME) Program Agreement with Community Housing

Initiative, Inc. (CHI) in the amount of $279,799.61 to award funds for the administration of the City's Purchase Assistance Program. Approve a Resolution Amending the FY 2024 HOME Budget, BAF#24-068-A, trueing up the Fiscal Year 2024 accounts. Approve a Resolution to Waive Competitive Bidding.

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

THIS AGREEMENT, entered this **26** day of **March, 2024** by and between the City of Cocoa, Florida, a municipal corporation herein referred to as "City" whose address is 65 Stone Street, Cocoa, FL 32922 and Community Housing Initiative, Inc., a private non-profit organization, hereinafter referred to as the "Subrecipient" whose address is 3033 College Wood Drive, Melbourne, FL 32934 and mailing address as P.O. Box 410522, Melbourne, FL 32941-0522.

WITNESSETH

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

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

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

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

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

WHEREAS, the Subrecipient requested HOME funds to implement a Purchase Assistance Program to benefit low- or very- low income families, hereinafter referred to as the "Project", and is awarded ***Two Hundred Seventy-Nine Thousand, Seven Hundred Ninety Nine dollars and Sixty One cents ($279,799.61)*** in HOME Program Funds.

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

Section I. Definitions

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

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

Section II. Use of HOME Funds

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

Section III. Project Requirements

A. PROPERTY STANDARDS

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

B. QUALIFICATION AS AFFORDABLE HOUSING

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

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

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

The resale or recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability. The written resale and/or recapture provisions are clearly described within the Brevard County HOME

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

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

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

C. SUBSIDY LIMITS

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

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

D. CONTRACT TO PURCHASE

If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed. Assistance may be provided for homes built prior to 1978, as long as Community Housing Initiative, Inc. (CHI) addresses any lead hazards.

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

E. SCOPE OF SERVICES

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

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

Section IV. Affirmative Marketing

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

Section V. Requests for Disbursement of Funds

The Subrecipient may not request HOME funds until such time as funds are needed for payment of eligible costs per the schedule outlined in Exhibit "B" (Project Budget). The maximum amount of HOME funds available for the Project, including developer fees are ***$301,679.54.***

Section VI. Records and Reports

A. RECORDS

The Subrecipient shall maintain all necessary financial records pertaining to the expenditure of HOME funds (e.g. receipts, invoices and support material), which records shall include, but not be limited to, those records which meet the financial management system requirements of the federal Office of Management and Budget (OMB) "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Records shall be maintained for a period of five (5) years after the Project completion date.

The Subrecipient shall be required to maintain file records on each property and homebuyer. The Subrecipient shall also maintain a project file which shall at a minimum, include a copy of this Agreement, all correspondence related to the project, and documentation of compliance with applicable regulations and requirements which meet 24 CFR 92.504 (c)(3)(vi) and (viii).

B. REPORTS

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

Section VII. Enforcement of the Agreement

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

To secure the direct HOME subsidy provided by the City, the Eligible Purchaser shall execute a Homebuyer Assistance Agreement, a Mortgage Note, and a Mortgage Security Agreement in favor of the City of Cocoa, which shall impose these affordability requirements. Assisted units which go into default or are sold prior to the end of the affordability period are subject to subsidy recapture in accordance with HOME recapture provisions as adopted by the Brevard County HOME Consortium.

Section VIII. Duration of the Agreement

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

Section IX. Program Requirements

A. GRANT ADMINISTRATION

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

B. ENVIRONMENTAL REVIEW

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

C. CONFLICT OF INTEREST

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

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

D. NON-DISCRIMINATION

The City is an Equal Employment Opportunity (EEO) employer and as such encourages the Subrecipient to voluntarily comply with EEO regulations with regards to gender, age, race, religion, sex, veteran status, country of origin, creed or the presence of any sensory, mental or physical handicap, except where there is a bona fide occupational limitation in accordance with 24 CFR Part 92. In addition, the Subrecipient and anyone under their employment shall comply with all applicable

rules, regulations and promulgation's thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. The Subrecipient shall maintain a working environment free of discrimination or unwelcome actions of a personal nature. As applicable, the Subrecipient shall implement the intent of this clause with the same degree of application being encouraged. When applicable, the Subrecipient shall comply with all new federal and state EEO Regulations.

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

The Subrecipient agrees to affirmatively further fair housing.

E. DRUG FREE WORK PLACE

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

F. RELIGIOUS AND POLITICAL ACTIVITIES

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

G. HANDICAP ACCESSIBILITY

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

H. PROGRAM INCOME

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

I. INSURANCE

The Subrecipient is responsible for purchasing builders risk insurance to cover its liabilities involving this Agreement in an amount no less than $250,000 per occurrence. A certificate of this coverage is to be submitted to the City's Housing &

Neighborhood Services Division within ten (10) days from the date of the execution of this Agreement. The certificate of insurance shall reflect the City of Cocoa as additional insured. This insurance requirement shall not relieve or limit the liability of the Subrecipient nor does the City represent that this type of insurance is sufficient or adequate to protect the Subrecipient's interest or liabilities, but merely a minimum.

J. MONITORING & TECHNICAL ASSISTANCE

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

K. INDEMNIFICATION

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

Section X. Grantor Recognition

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

Section XI. Suspension or Termination

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

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

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

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

CITY OF COCOA
Stockton Whitten, City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8660

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

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

Section XV. Modification or Amendments in Writing
The City may, in its discretion, amend this Agreement to conform with Federal, State, or Local Government guidelines, policies and available funding amounts, or for other reasons. The amendment shall be executed in writing and signed by a duly authorized representative. The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. The duly authorized representative for the City shall be the City Manager or his/her designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Developer from its obligations under this Agreement.

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

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

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

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

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

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

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

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

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

ATTEST:

Monica Arsenault, City Clerk

Date: _____

CITY OF COCOA

_____

Michael C. Blake, Mayor

Date: _____

ATTEST:

_____

Date: _____

COMMUNITY HOUSING INITIATIVE, INC.

_____

Nicole Tenpenny, Executive Director

Date: _____

EXHIBIT A

PROJECT NARRATIVE – DESCRIPTION OF WORK TO BE PERFORMED

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

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

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

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

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

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

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

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

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

4. Income and Asset Verification

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

5. Loan Processing and Underwriting

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

6. Homebuyer Education and Workshop

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

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

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

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

7. Property Inspection

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

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

8. Closing

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

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

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

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

The goals of the Purchase Assistance Program are to:

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

The partners and their respective roles are as follows:

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

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

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

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

EXHIBIT B

PROJECT BUDGET

The total HOME Program funds allocated to the Purchase Assistance shall not exceed $301,679.54 including subrecipient fees. The projected sources and uses of funds are as follows:

	AMOUNT	% TOTAL
*****Cocoa HOME Carry Forward Amount Cocoa HOME Entitlement Funds FY 21/22	$222,766.61 $ 57,033.00	79.6% 20.4%
TOTAL:	**$279,799.61**	100 %

*****Project Budget includes HOME Program Income Carry Forward amount of $96,002.73

PROPOSED USE OF FUNDS:

Homebuyers	Purchase Assistance	Subrecipient Fee	Total Budget
6	$264,199.61	$15,600	$**279,799.61**
Total :	$264,199.61	$15,600	$**279,799.61**

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

The Subrecipient will receive $2,600 per closing, a total Subrecipient fee shall not exceed $15,600. This Subrecipient fee shall be paid in approximately six (6) installments upon each sale as evidenced by payment at closing; release of liens from all contractors, subcontractors, and suppliers; complete homebuyer file, and City approval.

Upon execution of this Agreement and issuance of a Purchase Order, the City shall issue a Notice to Proceed to the Subrecipient. Any remaining funds after six (6) closings will be liquidated or an amendment will be done to increase the amount and term of the agreement.

EXHIBIT C

PROJECT SCHEDULE

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

Funds are available, Purchase Order processed	April 2024
All homebuyer closing completed/Funds expended	April 2025
Project Closeout	April 2025

RESOLUTION NO. 2024-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 26th day of March, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

EXHIBIT “A”

To Resolution No. 2024-023

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, to Community Housing Initiative (CHI) to administer the First Time Home Buyers Program. Brevard County as the "lead entity" of the Brevard County HOME Consortium has certified CHI as a Subrecipient and eligible to receive HOME Investment Partnership Program (HOME) funds. Brevard County has entered into an agreement with the City authorizing and directing the City to utilize Brevard County HOME Consortium funds for eligible HOME activities and projects.

Supporting documentation has been provided toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of this resolution.

_____

Stockton Whitten
City Manager

RESOLUTION NO. 2024-024

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 26th day of March, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-068-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 104-3230 | DATE PREPARED: 03/15/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 1,954)	104-0000-331.54-00		Federal Grants HOME ($74,090)	$ 0	$ 0	($ 1,954)	$ 0
($ 58,043)	104-0000-389.99-50		Fund Balance (Contingency)	$ 0	$ 0	($ 58,043)	$ 0
($ 14,271)	104-0000-389.99-50		Fund Balance (Balance of Excess Budget)	$ 0	$ 0	($ 14,271)	$ 0
($ 79,366)	104-0000-389.99-50		Fund Balance	$ 0	$ 0	($ 79,366)	$ 0
$ 79,366	104-0000-389.99-10		Cash Carry Forward (236,399)	$ 0	$ 0	$ 79,366	$ 0
$ 329	104-0000-361.10-00		Interest	$ 0	$ 0	$ 329	$ 0
($ 73,939)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 16,225)	104-3230-554.83-23		Down payment assistance program	$ 0	$ 0	($ 16,225)	$ 0
($ 58,043)	104-3230-554.39-00		Contingency	$ 0	$ 0	($ 58,043)	$ 0
$ 12,747	104-3230-554.83-22		CHDO programs	$ 0	$ 0	$ 12,747	$ 0
($ 12,747)	104-3230-554.83-23		Down payment assistance program	$ 0	$ 0	($ 12,747)	$ 0
($ 58)	104-3230-554.12-00		Regular Salaries	$ 0	$ 0	($ 58)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 74,326)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This budget amendment is truing up the HOME program budget for FY 2024. Agreement with CHI going to council on 3/26/24 (Agenda 24-050). Current allocation FY24 is $74,089.67 Plus Carry forward $236,398.71 for a total of $310,488.38.

Council/Board APPROVAL REQUIRED? YES (●) **NO** ( ) **DATE APPROVED:** 03/26/24 **RESOLUTION #:** 2024-024

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

3/15/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.03.15 15:44:20 -04'00'	Dave Radford — Digitally signed by Dave Radford Date: 2024.03.18 15:55:19 -04'00'	
Date	Requestor's Signature	Date / Finance Approval Signature	Date / Finance Director's Signature
3/15/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.03.15 15:44:41 -04'00'	Lora Howell — Digitally signed by Lora Howell Date: 2024.03.22 11:55:05 -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 #: _____

HOME

		Adopted Budget	PO Roll	BAF#24-068	Amended Budget	HOME Agreement
Revenue						
Economic Environment	104-0000-331.54-00	$ 76,044	$ 76,044	$ (1,954)	$ 74,090.00	$ 74,089.67
Cash Carry Forward	104-0000-389.99-10	$ 157,033	$ 157,033	$ 79,366	$ 236,399.00	$ 236,398.71
Interest	104-0000-361.10-00			$ 329	$ 310,489.00	$ 310,488.38
Fund Balance	104-0000-389.99-50		$ 151,680	$ (151,680)		
		$ 233,077	**$ 384,757**	$ (73,939)	**$ 310,489.00**	**$ 310,488.38**
Expense						
Personal Services		$ 6,294	$ 6,294	$ (58)	$ 6,236.00	$ 6,235.60
Operating	104-3240-554.39-00	$ 58,043	$ 58,043	$ (57,714)	$ -	$ -
	104-3240-554.51-00	$ 300	$ 300		$ 300.00	$ 300.00
Grants and Aids						
CHDO	104-3240-554.83-22	$ 11,407	$ 11,407	$ 12,747	$ 24,154.00	$ 24,153.17
Down Payment Assistance	104-3240-554.83-23	$ 157,033	$ 308,713	$ (28,914)	$ 279,799.00	$ 279,799.61
		$ 233,077	**$ 384,757**	$ (73,939)	**$ 310,489.00**	**$ 310,488.38**

Agenda 24-050
3/26/2023

W:Finance Admin/Budget Adjustments/FY24 Budget Adjustments/BAF#24-068-A

EXHIBIT B
BUDGET Fiscal Year 2023-2024

ACTIVITY	CURRENT ALLOCATION	CARRY FORWARD AMOUNT	TOTAL
Program Administration	$5,650.07	$885.53	$6,535.60
Community Housing Development Organization	$11,406.60	$12,746.57	$24,153.17
First Time Homebuyer	$57,033.00	$222,766.61	$279,799.61
Total HOME Funded Projects	$74,089.67	$236,398.71	$310,488.38

This Budget includes the City of Cocoa's Fiscal Year 23/24 HOME Program allocation of $74,089.67, $236,398.71 carry-forward funds for a total of $310,488.38. Any program income received throughout the year will be utilized in accordance with Section VI.

Legislation Details (With Text)

File #:	24-111	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	2/27/2024		**In control:**	City Council	
On agenda:	3/26/2024		**Final action:**		
Title:	Council approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Matthew Fitzgerald and to Approve a Resolution Amending the FY2024 budget, BAF#24-061-A in the amount of $6,000. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Canine Hasko Donation letter 2.28.2024.pdf Hold Harmless Canine Hasko.pdf Budget Resolution FY 2024-026 ADA Compliant.pdf BAF 24-061-A Police Canine Donation (03-26-24) Agenda 24-111.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2024
Agenda Date: March 26, 2024
Prepared By: Susan L. Lambert, CAP, OM, Administrative Technician
Through: Evander Collier, IV, Chief of Police
Requested Action:
Council approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Matthew Fitzgerald and to Approve a Resolution Amending the FY2024 budget, BAF#24-061-A in the amount of $6,000.

BACKGROUND:

Officer Matthew Fitzgerald would like to donate a German Shepard to the City of Cocoa Police Department for use as a police K-9. The Cocoa Police Department would use this K-9 for day to day operations by officers and investigators in addition to being used during special operations. In addition to signing the Hold Harmless agreement, Officer Fitzgerald will provide the City with both previous medical records on the canine, and a current medical record.

STRATEGIC PLAN CONNECTION:

Crime Prevention, Public Safety

BUDGETARY IMPACT:

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

Amount Requested	$6,000
Account Number	001-0000-366.10-10
Account Name	Contributions for Canines

Operating Account: 001-2100-521.52-00, Project PD14K9

The Police Department will absorb the Police Canine, Hasko, under its current budget for FY2024. The Police Department further believes based on the amount budgeted in project PD14K9 over the past five-year span, and an overall return to the general fund of $16,744.12 (or an average annually of $3,348.82), there will be minimal impact to the City of Cocoa over the next five years. This will allow the Department to increase the level of service to the citizens by an adding a patrol canine.

PREVIOUS ACTION:

Council previously approved a similar agenda item under 20-487.

RECOMMENDED MOTION:

Council approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Matthew Fitzgerald and to Approve a Resolution Amending the FY2024 budget, BAF#24-061-A in the amount of $6,000.

Police Department
1226 W. King Street • Cocoa, FL 32922
PHONE: (321) 639-7620
FAX: (321) 637-6353

This letter will serve as Official Notification that I, Officer Michael Fitzgerald ID #29, will donate a working line German Shepherd Dog, named Hasko, to the City of Cocoa. The cost to the City of Cocoa for this donation is $0.00. The purpose of this donation is for Hasko to serve with the Cocoa Police Department K9 unit.

Officer Fitzgerald will retain breeding rights to Hasko. Upon Hasko and/or Officer Fitzgerald's retirement, The City of Cocoa will donate Hasko back to Officer Fitzgerald for $0.00.

Hasko and I are looking forward to serving the City of Cocoa with the pride and integrity.

Respectfully

Officer Michael Fitzgerald ID #29

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

FOR

Donation of Police Canine to City of Cocoa Police Department

1. In consideration of the donation of the Canine Hasko on behalf of the City of Cocoa Police Department I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO HOLD RESPONSIBLE Michael Fitzgerald from any and all liability, claims, demands, actions, including court costs and attorney fees, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be caused by the Canine Hasko whether in the line of duty or that may arise while off duty, to any person(s) or property.

2. As a result of the donation of said canines, the City of Cocoa, Brevard County, Florida, and the Cocoa Police Department do VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, or any loss or damage of property, that may be caused by or resulting from the donated canines Hasko, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

3. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

_____ _____

Signature and Position Date

_____

Printed Name

Sworn to or affirmed and subscribed before me this _____ day of _____ 20_____ by _____ who is personally known to me or who has produced _____ (type of identification and ID#)

_____ _____

Signature of Notary Printed name of Notary

Notary official stamp/Commission Expiration_____

RESOLUTION NO. 2024-026

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 26th day of March, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-061-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 02/27/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,000	001-0000-366.10-10	PD14K9	Contributions for K9	$ 0	$ 0	$ 6,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 6,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 6,000	001-2100-521.52-00	PD14K9	Law Enforcement/Operating	$ 191,376	$ 1,788,660	$ 1,794,660	$ 27,072
$ 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
$ 6,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

A donation of a police canine was made in the amount of $6,000 to the Police Department and the budget needs to be amended to accept the donation. Agenda 24-111. Agenda Date: 03/26/2024

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/26/24 RESOLUTION #: 2024-026

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

Susan Lambert Digitally signed by Susan Lambert Date: 2024.02.27 14:03:44 -05'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.02.28 07:50:13 -05'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Evander Collier Digitally signed by Evander Collier Date: 2024.02.27 17:21:54 -05'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.03.07 08:44:38 -05'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-114	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	2/29/2024		**In control:**	City Council	
On agenda:	3/26/2024		**Final action:**		
Title:	Approve participation in a Cooperative Purchasing Agreement for the purchase of a GMC Sierra 1500 4WD Truck and the associated options and equipment for FY24 utilizing Sourcewell Contract 2024 091521-NAF&06; Approve a Resolution amending the FY 2024 Budget through BAF #24-065-A, in the amount of $48,220 for the purposes of purchasing a new truck for the Building Department. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NJPA_COCOA CITY OF_52918_Quote_2.pdf Signed letter approving purchase.pdf Budget Resolution FY 2024-027 ADA Compliant.pdf BAF 24-065-A-Purchase Building Permits Vehicle (03-26-24) Agenda 24-114.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 29, 2024
Agenda Date: March 26, 2024
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve participation in a Cooperative Purchasing Agreement for the purchase of a GMC Sierra 1500 4WD Truck and the associated options and equipment for FY24 utilizing Sourcewell Contract 2024 091521-NAF&06; Approve a Resolution amending the FY 2024 Budget through BAF #24-065-A, in the amount of $48,220 for the purposes of purchasing a new truck for the Building Department.

BACKGROUND:

The City of Cocoa Building Department currently leases a Ford F-150 for use by the Building Official. That lease expires in April, and it was determined that purchasing a new truck would be more cost effective than a long-term lease. The new GMC Sierra 1500 4WD is currently in stock at the fleet sales dealer and would be delivered within the next 30-60 days. The Building Official requires a 4WD truck for the purposes of driving on construction sites for inspections.

Staff requests approval of BAF#24-065-A in the amount of $48,220 from the Building Fund Balance Reserves for this purchase and to approve participation in the Cooperative Purchasing Agreement using Sourcewell Contract 2024 091521-NAF&06.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$48,220
Account Number	107-0000-389.99-50
Account Name	Fund Balance

Amount Requested	$48,220
Account Number	107-3200-524.64-00
Account Name	Machinery & Equipment
Project Number	CA2401

Source of Funds: 107 Fund Balance

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve participation in a Cooperative Purchasing Agreement for the purchase of a GMC 1500 4WD Truck and the associated options and equipment for FY24 utilizing Sourcewell Contracts 2024 091521-NAF&06, 060920-ATC and Florida State DMS PA 25100000-23-STC; Approve a Resolution amending the FY 2024 Budget through BAF #24-065-A, in the amount of $48,220 for the purposes of purchasing a new truck for the Building Department.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote **52918-2**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM		
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
2/29/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
2/29/2024

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL TK10743 1SA — **MSRP** $47,000.00

2024 GMC SIERRA 1500 CREW CAB 4WD 6.5' BED WORK TRUCK 157" WB

CUSTOMER ID

NJPA PRICE $45,110.00

BED LENGTH	6.5' BED

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ	Summit White	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
L3B	Engine, TurboMax	$0.00
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled	$0.00
1SA	OPTIONS Pro Preferred Equipment Group	$0.00
5H1	Key equipment, two additional key fobs	$40.00
AKO	Glass, deep-tinted	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
C49	Defogger, rear-window electric	$0.00
C5W	GVWR, 7000 lbs. (3175 kg)	$0.00
CTT	Hitch Guidance	$0.00
DLF	Mirrors, outside heated power-adjustable	$0.00
FE9	Emissions, Federal requirements	$0.00
G80	Auto-locking rear differential	$390.00
GU6	Rear axle, 3.42 ratio	$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	$0.00
JL1	Trailer brake controller, integrated	$270.00
K34	Cruise control, steering wheel-mounted	$0.00
KW5	Alternator, 220 amps	$0.00
PCI	Convenience Package	$0.00
PEB	Pro Value Package	$1,460.00
QBN	Tires, 255/70R17 all-season, blackwall	$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	$0.00
QT5	Tailgate, gate function manual with EZ Lift	$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver	$0.00
UF2	LED Cargo Area Lighting	$0.00
Z82	Trailering Package	$0.00
___	Option/package discount	$0.00
D RVQ	CUSTOM EQUIPMENT 6" BLACK ASSIST STEPS (LPO)	$845.00
--	Option/package discount (Requires (L3B) 2.7L Turbo engine or (PEB) WT Value Package.)*DISCOUNT*	($2,000.00)
	FACTORY OPTIONS	**$1,005.00**

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 **www.NationalAutoFleetGroup.com**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
3KR	Additional key and remote, cut and programmed.	$275.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.	$735.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	$290.00
W TLI-4	(4) Whelen ION ''T'' series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body. (amber/white)	$760.00
	CONTRACT OPTIONS	**$2,105.00**

TRADE IN

TOTAL COST **$48,220.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$48,220.00**

Estimated Annual payments for 60 months paid in advance: $10,799.30
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **ORDERED UNIT VIN: [RZ234282]**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro — MSRP:$47,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL		MSRP
TK10743	[Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro		$47,000.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
5H1	Key equipment, two additional key fobs		$45.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (✔ Complete)

C5W	GVWR, 7000 lbs. (3175 kg)		$0.00
CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		$0.00
G80	Auto-locking rear differential		$395.00
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		$0.00
JL1	Trailer brake controller, integrated		$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KW5	Alternator, 220 amps	Inc.	
L3B	Engine, TurboMax		$0.00
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled		$0.00
PCI	Convenience Package	Inc.	
PEB	Pro Value Package		$1,465.00
QBN	Tires, 255/70R17 all-season, blackwall		$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		$0.00
UF2	LED Cargo Area Lighting	Inc.	
Z82	Trailering Package	Inc.	
___	Option/package discount		($1,850.00)
	CUSTOM EQUIPMENT		
D RVQ	6" BLACK ASSIST STEPS (LPO)		$850.00
	SUBTOTAL		**$48,180.00**
	Adjustments Total		$0.00
	Destination Charge		$1,895.00
	TOTAL PRICE		**$50,075.00**

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Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (Complete)

FUEL ECONOMY

Est City:17 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (✔ Complete)

Standard Equipment

Package	
	GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)
Mechanical	
	Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)
	Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)
	Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)
	GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.) (STD)
	Push Button Start
	Automatic Stop/Start
	Transfer case, single speed, electronic Autotrac with push button control (4WD models only)
	Suspension Package, Standard
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)
	Frame, fully-boxed, hydroformed front section
	Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included and only available on 2WD models with (PQA) 1SA Safety Plus Package or (WPB) Graphite Edition. Available on 2WD models as an SEO option.)
	Cargo tie downs (12), fixed
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Capless Fuel Fill
	Exhaust, single outlet
	Exhaust, aluminized stainless-steel muffler and tailpipe

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (Complete)

Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)
	Tires, 255/70R17 all-season, blackwall (STD)
	Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
	Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
	CornerStep, rear bumper
	Grille (Chrome header with flat black grille insert bars)
	Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
	IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
	Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
	Mirrors, outside manual, Black (Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
	Tailgate and bed rail protection caps, top
	Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
	Door handles, Black grained
Entertainment	
	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone connectivity to vehicle infotainment system

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Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (Complete)

Entertainment	
	Wireless, Apple CarPlay / Wireless Android Auto
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering wheel, urethane
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Compass, located in instrument cluster
	Exterior Temperature Display, located in radio display
	Brake lining wear indicator
	Windows, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available on Regular Cab models.)
	Door locks, power
	Remote Keyless Entry
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone manual
	Air vents, rear (Not available with Regular Cab model.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

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Data Version: 21703. Data Updated: Feb 13, 2024 6:59:00 PM PST.

Alan Jay Fleet Sales

Chris Wilson | 863-402-4234 | chris.wilson@alanjay.com

Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (✔ Complete)

Safety-Interior	
	Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)
	Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)
	Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)
	Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)
	Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)
	Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)
	Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear seat belt warning (Requires Crew Cab or Double Cab model.)
	3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)
Safety-Mechanical	
	Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps, LED signature lighting

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Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Sierra TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Sierra TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MFC
Trans Type	8	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.56
Second Gear Ratio (:1)	2.97	Third Gear Ratio (:1)	2.08
Fourth Gear Ratio (:1)	1.69	Fifth Gear Ratio (:1)	1.27
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.82
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	0.85
Eighth Gear Ratio (:1)	0.65		

Mileage

EPA Fuel Economy Est - Hwy	20 MPG	Cruising Range - City	408.00 mi
EPA Fuel Economy Est - City	17 MPG	Fuel Economy Est-Combined	18 MPG
Cruising Range - Hwy	480.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L3B	Engine Type	Turbocharged Gas I4
Displacement	2.7L/166	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	310 @ 5600	SAE Net Torque @ RPM	430 @ 3000
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

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Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9.9	EPA Greenhouse Gas Score	4

Chassis

Weight Information

Standard Weight - Front	1.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	3800 lbs
Gross Axle Wt Rating - Rear	3800 lbs	Curb Weight - Front	2928 lbs
Curb Weight - Rear	1957 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	29.00 lbs	Reserve Axle Capacity - Front	871.00 lbs
Reserve Axle Capacity - Rear	1814.00 lbs	As Spec'd Curb Weight	4915.00 lbs
As Spec'd Payload	2085.00 lbs	Maximum Payload Capacity	2115.00 lbs
Gross Combined Wt Rating	14500 lbs	Gross Axle Weight Rating	7600.00 lbs
Curb Weight	4885.00 lbs	Reserve Axle Capacity	2685.00 lbs
Total Option Weight	29.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7000.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	8900 lbs	Wt Distributing Hitch - Max Tongue Wt.	890 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8800 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2200 lbs
Maximum Trailering Capacity	9400 lbs		

Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (Complete)

Chassis

Frame

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	3800 lbs	Spring Capacity - Rear	3850 lbs
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	3800 lbs	Axle Capacity - Rear	3800 lbs
Axle Ratio (:1) - Front	3.42	Axle Ratio (:1) - Rear	3.42
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QBN	Rear Tire Order Code	QBN
Spare Tire Order Code	QBR	Front Tire Size	255/70R17
Rear Tire Size	255/70R17	Spare Tire Size	255/70R17
Front Tire Capacity	3800 lbs	Rear Tire Capacity	3800 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	49.5 ft	Turning Diameter - Wall to Wall	N/A

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Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (Complete)

Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.16 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	156.98 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	241.45 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.4 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	7.97 in	Ground Clearance, Rear	7.97 in
Body Length	0.00 ft	Cab to Body	N/A

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Vehicle: [Retail] 2024 GMC Sierra 1500 (TK10743) 4WD Crew Cab 157" Pro (✔ Complete)

Dimensions

Cargo Area Dimensions

Cargo Box Length @ Floor	79.44 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in
Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	71.7 ft³	Ext'd Cab Cargo Volume	N/A

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Fleet Maintenance
301 Shearer Blvd. • Cocoa, FL 32922
PHONE: (321) 433-8766

February 29, 2024

Christy Self, Government Account Manager Alan Jay Automotive Group

Subject: City of Cocoa Intent to Purchase

The City is Cocoa intends to purchase the vehicle listed below, the City of Cocoa will begin processing and issuing purchase orders in the next 3 weeks. The City will reserve the right to cancel vehicles with no financial obligation based on this Intent to Purchase Letter.

(1) Each 2024 GMC Sierra 1500 Crew Cab 4wd 6.5" Bed Quote #52918-2 in the amount of $48,220.00

Sincerely,

Stockton Whitten, City of Cocoa City Manager
Tony Jones, Fleet Manager

cc. Rebecca Bowman, City of Cocoa Finance Director

RESOLUTION NO. 2024-027

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 26th day of March 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-065-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 107-3200 | DATE PREPARED: 03/01/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 48,220	107-0000-389.99-50		Fund Balance	$ 0	$ 0	$ 48,220	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 48,220	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 48,220	107-3200-524.64-00	CA2401	Machinery & Equipment	$ 0	$ 0	$ 48,220	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 48,220	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The current vehicle driven by the Building Official is a leased vehicle and the lease ends in April. This amendment will add funds to the account to purchase a new truck for the Building Official. Agenda 24-114 Council meeting 3/26/24.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/26/24 RESOLUTION #: 2024-027

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

3/1/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.03.01 09:37:24 -05'00'	Dave Radford — Digitally signed by Dave Radford Date: 2024.03.01 11:55:38 -05'00'	
Date	Requestor's Signature	Date — Finance Approval Signature	Date — Finance Director's Signature
3/1/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.03.01 09:37:44 -05'00'	Lora Howell — Digitally signed by Lora Howell Date: 2024.03.11 08:46:58 -04'00'	
Date	Department Director's Signature	Date — Deputy Fin. Director's Signature	Date — City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-116	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/4/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	To Approve Change Order #5 to Purchase Order 77494 with Kirwin Norris, PA, for trial preparation litigation activities, including engineering expert services, regarding the pending lawsuit against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	77494.pdf 77494-1.pdf 77494-2.pdf 77494-3.pdf 77494-4.pdf Approved Billing and Fee Arrangements 2020-02-27-154943 (2).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 27, 2024
Agenda Date: March 26, 2024
Prepared By: Kimberley Ross, Administrative Coordinator
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #5 to Purchase Order 77494 with Kirwin Norris, PA, for trial preparation litigation activities, including engineering expert services, regarding the pending lawsuit against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs.

BACKGROUND:

On February 26, 2020, the City Manager signed a retainer agreement with Douglas W. Ackerman, from the legal firm Kirwin Norris, P.A., in anticipation of having to file a potential lawsuit against Brandes Design-Build. The City Council later authorized filing two lawsuits against Brandes Design Build and their sureties related to both the Jerry Sellers and Industrial Park projects.

On February 26, 2020, an original estimated budget of $50,000 was established for legal services inclusive of engineering expert fees under P.O. 77494. On May 25, 2021, Change Order #1, in the amount of $100,000, was issued. On April 12, 2022, Change Order #2, in the amount of $50,000, was issued. On March 14, 2023, Change Order #3, in the amount of $50,000, was issued. On

October 10, 2023, Change Order #4, in the amount of $100,000, was issued for a total approved purchase order of $350,000.

Because of the highly technical nature of these two pending construction cases, the purchase orders issued for Kirwin Norris, P.A. include not only legal fees, but fees incurred for the City's engineering expert assisting the City in these cases. To-date, a substantial portion of the money drawn from the Kirwin Norris purchase orders have been to pay invoices related to the City's engineering expert.

Staff anticipates additional legal support services and engineering expert services related to the necessary litigation activities to prepare the Jerry Sellers case for trial in June, and the current remaining balance is insufficient. Legal expenses were anticipated to continue in FY2024 and the expense is budgeted. The anticipated costs associated with these preparatory support services are $158,920.

Staff is recommending approval for Change Order #5 in the amount of $158,920 be added to the original P.O. for a total approved purchase order of $508,920.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested:	$158,920.00
Account Number	421-4010-536.31-01
Account Name	Legal Expenses

Change Order #5 Amount:	$158,920.00
Original Purchase Order No.:	77494
Original Purchase Order Amount:	$50,000.00
Total Number of Change Orders:	5
Total Amount in Change Orders to Date:	$350,000.00

PREVIOUS ACTION:

On February 26, 2020, the City Manager approved a retainer agreement with Special Counsel Douglas Ackerman. The City Council previously authorized filing suit against Brandes Design Build and their sureties to recover costs and fees related to completing these projects.

On May 25, 2021, City Council Approved Change Order #1 to P.O. 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

On April 12, 2022, City Council Approved Change Order #2 to P.O. 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

On March 14, 2023, City Council Approved Change Order #3 to P.O. 77494 with Kirwin Norris, PA, for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

On October 10, 2023, City Council Approved Change Order #4 to P.O. 77494 with Kirwin Norris, PA for on-going legal and related expert services regarding two pending lawsuits against Brandes Design-Build for Issues with Jerry Sellers Tank Coating Failure/Repairs and Industrial Park Interior Coating Failure/Repairs.

RECOMMENDED MOTION:

To Approve Change Order #5 to Purchase Order 77494 with Kirwin Norris, PA, for trial preparation litigation activities, including engineering expert services, regarding the pending lawsuit against Brandes Design-Build for Issues with the Jerry Sellers Tank Coating Failure/Repairs.

SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

DELIVER TO:

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. # F.O.B.
CS 0000042072
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	50000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	50000.00
				TOTAL	50000.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

CITY OF COCOA

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

SERVICE

PURCHASE ORDER

CHANGE NO.: 1
CHANGE DATE: 6/04/2021

THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

DELIVER TO:
City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000042072 FOB
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** * CHANGE ORDER * **********		
1	150000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	150000.00
				TOTAL	150000.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $100,000.00, TO LINE ITEM # 1 PER REQ # 42838. TO COVER SERVICES THROUGH FY21.

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

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7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

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15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

SERVICE

CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 2
CHANGE DATE: 6/09/2022
THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

DELIVER TO:

City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000042072 FOB
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	200000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	200000.00
				TOTAL	200000.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $100,000.00, TO LINE ITEM # 1 PER REQ # 42838. TO COVER SERVICES THROUGH FY21.
2ND CHANGE ORDER ISSED TO ADD FUNDS, $50,000.00, TO LINE ITEM # 1 PER REQ # 44713. TO COVER SERVICES THROUGH FY22.

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER
TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

11. CONTINGENCIES: Performance of any obligation under this Agreement may be
suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS: In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 3
CHANGE DATE: 4/12/2023
THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO FL 32801

DELIVER TO:

City of Cocoa
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA FL 32922

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
CS 0000042072 F.O.B.
N.E. HERNANDEZ/JAW/4010

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
1	250000.00	SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	250000.00
				TOTAL	250000.00

REMARKS:

1ST CHANGE ORDER ISSUED TO ADD FUNDS, $100,000.00, TO LINE ITEM # 1 PER REQ # 42838. TO COVER SERVICES THROUGH FY21.
2ND CHANGE ORDER ISSED TO ADD FUNDS, $50,000.00, TO LINE ITEM # 1 PER REQ # 44713. TO COVER SERVICES THROUGH FY22.

*** CONTINUED ***

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

SERVICE
CITY OF COCOA

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

CHANGE NO.: 3
CHANGE DATE: 4/12/2023
THIS NO. 77494

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10625
VENDOR FAX NO.: 407-740-6363
VENDOR PH NO.: 407-740-6600

DATE 12/07/2020
DATE REQUIRED 9/30/2021

KIRWIN NORRIS PA

DELIVER TO:

City of Cocoa

Florida Sales Tax Exemption No. 85-8012621548C-8

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
			********** CHANGE ORDER **********		
			REMARKS:		
			3RD CHANGE ORDER ISSUED TO ADD FUNDS, $50,000.00, TO LINE ITEM # 1 PER REQ #46177. COVER FY23 EXP		

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. **IMPORTANT: Invoices and packing slips must bear our Order No.**

ACCOUNT NUMBER

42140105363101

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent

CITY OF COCOA PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. TAXES: The City government is a non profit operation and not subject to tax.

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suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect
hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

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16. ASSIGNMENT: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR: The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

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23. SOVEREIGN IMMUNITY: Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE: If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. **E-VERIFY:** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 077494

P.O. Date : 12/07/2020
Change Order Date: 10/17/2023
Change Order No. : 4

VENDOR PHONE : (407)740-6600
VENDOR NUMBER : 10625
VENDOR ADDRESS : KIRWIN NORRIS PA
15 W CHURCH ST STE 301
ORLANDO, FL 32801

SHIP TO : UTILITIES ADMINISTRATION
UTILITIES ADMINISTRATION
351 SHEARER BLVD
COCOA, FL 32922

Above P.O. # MUST Appear on ALL Invoices, Packing Slip and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/30/2021	0000042072	11/19/2020	N.E. HERNANDEZ/JAW/4010	
FOB	**ACCOUNT NUMBER**		**PROJECT #**	**BUYER**
	42140105363101			CHRISTINE SAVAGE

CHANGE ORDER

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	250,000.00 SUM	LEGAL REPRESENTATION FOR POSSIBLE LAWSUIT 001 003 AGAINST BRANDES DESIGN-BUILD AND SURETY WESTFIELD FOR THE JERRY SELLERS TANK COATING REPAIRS PROBLEMS. RETAINER AGREEMENT WITH SPECIAL COUNSEL DOUGLAS ACKERMAN WAS APPROVED BY THE CITY MANAGER ON 2-26-20. *****OPERATING REVENUE*****	1.0000	250,000.00
2	100,000.00 SUM	LEGAL FEES FY24 001 003	1.0000	100,000.00
		1ST CHANGE ORDER ISSUED TO ADD FUNDS, $100,000.00, TO LINE ITEM # 1 PER REQ # 42838. TO COVER SERVICES THROUGH FY21. 2ND CHANGE ORDER ISSED TO ADD FUNDS, $50,000.00, TO LINE ITEM # 1 PER REQ # 44713. TO COVER SERVICES THROUGH FY22. 3RD CHANGE ORDER ISSUED TO ADD FUNDS, $50,000.00,		

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 077494

P.O. Date : 12/07/2020
Change Order Date: 10/17/2023
Change Order No. : 4

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
		TO LINE ITEM # 1 PER REQ #46177. COVER FY23 EXP 4TH CHANGE ORDER ISSUED TO ADD LINE ITEM #2 FOR FY24 EXPENSES - $100,000.00 PER REQ # 47274		

TOTAL PURCHASE AMOUNT	$350,000.00

SERVICE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 077494

Remit Invoice to:

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

or
Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -

Purchasing/Contracts Manager

Florida Sales Tax Exemption No. 85-8012621548C-8

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications, and conditions.
5. **IMPORTANT: Invoices and packing slips must bear City Purchase Order #. Confirm Receipt of PO to Purchasing@cocoafl.gov.**

TERMS and CONDITIONS

1. AGREEMENT:
Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). **Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance. or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement.** The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. TIME IS OF THE ESSENCE:
Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. WARRANTY:
With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal: ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS:
Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. WAIVER:
The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. CITY OPTIONS:
City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. INDEMNIFICATION:
Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any c1nd all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. PATENT INDEMNIFICATION:
Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. INSPECTION:
City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any shipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may been titled, notwithstanding City's knowledge of the nonconformity, its substantiality, or the ease of its discovery.

10. TAXES:
The City government is a non-profit operation and not subject to tax.

11. CONTINGENCIES:
Performance of any obligation under this Agreement may be suspended by either party. without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. PRICE PROTECTION:
Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another

source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. PACKAGING AND CARTAGE:
No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to ensure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements, or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. HAZARD:
Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. QUANTITY:
The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. ASSIGNMENT:
No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. CHOICE OF LAW; VENUE:
The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:
Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. FISCAL YEAR FUNDING APPROPRIATION:

a) **Specified Period.**
Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council.

b) **Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.**
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. FAILURE TO EXECUTE PURCHASE ORDER:
Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, oral bids maybe rejected and made void by the City.

21. INDEPENDENT CONTRACTOR:
The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. OTHER RELATED AGREEMENTS:
In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. SOVEREIGN IMMUNITY:
Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. INSURANCE:
If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

25. E-VERIFY:
Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Kirwin Norris, P.A.

BILLING AND FEE ARRANGEMENTS

UNDERSTANDING. We are pleased to have the opportunity to represent you. Our goal is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we begin it with a mutual understanding about our fees and their payment. Unless our engagement letter alters these arrangements, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we are asked to represent you.

FEES. City of Cocoa (hereinafter "Client"), agrees to be charged $300.00-$370.00 per hour for attorney time involved in contract review and/or pursuing or defending any claims arising from Client's business. Client agrees to pay the hourly rate portion of all fees incurred on a monthly basis, together with all out of pocket costs as they are incurred. The law firm reserves the right to increase or decrease the amount of the monthly bills based upon the law firm's assessment of the value of the services which were rendered on behalf of the Client. Costs include, without limitation, travel expenses, deposition transcripts, filing fees, etc. This Billing and Fee Arrangement is contingent on representation in Florida. If a case is transferred to any other out of state forum, then this Agreement shall be null and void and all arrangements for continuing representation subject to negotiation.

WORK ASSIGNMENTS. The lawyer with whom you deal primarily may assign parts of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed including attorney Todd Demetriades of Pursiano Barry Bruce Demetriades Simon LLP. The supervising lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, legal assistants, law clerks and document clerks in such a way as to produce the highest quality of work at the most reasonable expense to you.

DISBURSEMENTS ON YOUR ACCOUNT. Invoices will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid by us on your behalf, such as long distance telephone charges, special postage, delivery charges, telex or telecopy charges, travel, photocopying, secretarial overtime, if necessary, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments made by us for process servers, court reporters, witness fees and so on. We also make separate charges for the use of "Lexis", "Westlaw" or "Veralex" which are computerized legal research systems that in our experience significantly reduce lawyer research time. We normally request the court reporter's fees and other large disbursement items be billed or forwarded to you for payment directly to the providers of those services.

PAYMENT. We will render a statement on your account each month, and payment is due upon receipt. If for any reason any statement of ours goes unpaid, we reserve the right to withdraw

from representing you further. Unless otherwise notified in writing by the City, invoices shall be submitted to the City Attorney for initial review, and upon review, invoices will be transmitted by the City Attorney to the City's Utilities Director for payment processing in accordance with City policy.

RETAINERS. N/A.

MULTIPLE CLIENTS. In certain circumstances, more than one individual may collectively retain Kirwin Norris P.A. and they collectively will be the Client. Each Client is aware of the potential conflict among the various individuals, but each individual Client has agreed to the overall representation by Kirwin Norris P.A. and is aware of said potential conflict. Each individual Client will, if such a situation arises, seek his or her own legal counsel and Kirwin Norris P.A. may continue to collectively represent the Client.

LIABILITY FOR OPPOSING PARTY ATTORNEYS' FEES AND COURTS COSTS. Client acknowledges that Kirwin Norris P.A. has not and cannot make any guaranties as to the results which may be obtained in any litigation or arbitration or for any matter for which Kirwin Norris P.A. has been retained. All expressions relative to the possible results are purely opinions of Kirwin Norris P.A. Client further understands that there is the potential in any litigation/arbitration for the Client to be liable to the opposing party for its attorneys' fees and court costs, including possible expert witness fees, should the Client not prevail in the litigation/arbitration.

CONFLICTS IN REPRESENTATION OF THE CLIENT. From time to time there may arise matters involving a conflict of interest, which could arise if there is a lawsuit involving the Client and one of Kirwin Norris' other clients. Conflicts will be handled as follows:

a. If there is no on-going representation being provided to the Client, the Client will not be deemed to be a client of Kirwin Norris and no conflicts will be deemed to have arisen. Thus, Kirwin Norris could represent other clients in regard to matters involving the Client provided, however, those matters do not relate to the matters on which Kirwin Norris has provided representation to the Client.

b. Kirwin Norris reserves the right to terminate its representation of the Client. In that regard, Kirwin Norris will be paid in full for services rendered to that date and, as a result of the termination of said representation, Kirwin Norris will be entitled to represent the other party as if subparagraph (a) above was applicable; provided, however, that said matters do not involve the matters on which Kirwin Norris has provided representation to the Client.

c. To the extent a conflict is a "**direct conflict**" (as defined below), Kirwin Norris will meet and discuss the nature of the conflict and determine if the matter can be resolved. If the Client is unwilling to waive the conflict, Kirwin Norris reserves the right under (b) above to terminate its representation of the Client. Also, as set forth in subparagraph (a) above, if there is no on-going representation at that time, there will be no direct conflict. A "**direct conflict**" is a matter in which the client and another Kirwin Norris client are actively and directly involved with one another in an adverse way, for example, the Client is being sued by a Kirwin Norris client seeking recovery of a money judgment. An example of an "**indirect conflict**" would be a

matter in which the Client holds a judgment against Company A and one of our clients seeks to foreclose a mortgage which encumbers property owned by a Company A. The Client would be joined as a necessary party in the foreclosure because it holds a subordinate judgment lien encumbering Company A's property. That would, as set forth in subparagraph (d) below, be an indirect or incidental conflict.

d. In regard to "**Indirect or incidental conflicts**", the Client hereby agrees to waive any such conflict, and Kirwin Norris would be entitled to represent the other client in those particular matters. Indirect or incidental conflicts would be those transactions in which no actual monetary relief is required against the Client. As set forth in subparagraph (c) above, an incidental or indirect conflict would arise if Kirwin Norris represents a client and in seeking to foreclose a mortgage, the Client would be joined as a defendant because it has a second mortgage or a judgment against the owner of the property being foreclosed.

With respect to any waivers of conflicts, to the extent the Client has agreed to waive any future conflict as set forth herein, the execution of this document constitutes a waive of that conflict. If requested by Kirwin Norris, the Client will provide Kirwin Norris with a letter waiving the conflict. Such letters may be prepared by Kirwin Norris to fully define the conflict.

QUESTIONS. If you have questions about any aspect of our arrangements or our statements from time to time, feel entirely free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

KIRWIN NORRIS, P.A.

By: Douglas W. Ackerman

AGREED AND ACCEPTED:

DATE: 2/26/2020

client John A. Tidkarich, Jr., ACP, ICMA-CM
CITY MANAGER

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Legislation Details (With Text)

File #:	24-129	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/7/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approve a Save Our Indian River Lagoon (SOIRL) grant funding agreement in the amount of $18,949 for Design and Permitting of a dry retention pond at the intersection of North Cocoa Blvd and Forrest Ave. Approve a Resolution Amending the FY24 Budget, BAF # 24-069-A recognizing the revenue. Authorize the City Manager to Sign and Administer the Grant Agreement. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	030424 - SOIRL Grant # 24-129 - $18,949.pdf TO-MEAD & HUNT 2023-02-$141,126.00 - PW.pdf Budget Resolution FY 2024-028 ADA Compliant.pdf BAF 24-069-A-PW - Accept SOIRL & Refund Forrest & US1 Proj (03-26-24) Agenda 24-129.pdf Internal Grant Application - SOIRL 24.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 7, 2024
Agenda Date: March 26, 2024
Prepared By: Frank Mirabito, Streets & Stormwater Manager
Through: Abigail Morgan, P.E. - Public Works Director / City Engineer
Requested Action:
Approve a Save Our Indian River Lagoon (SOIRL) grant funding agreement in the amount of $18,949 for Design and Permitting of a dry retention pond at the intersection of North Cocoa Blvd and Forrest Ave. Approve a Resolution Amending the FY24 Budget, BAF # 24-069-A recognizing the revenue. Authorize the City Manager to Sign and Administer the Grant Agreement.

BACKGROUND:

On June 21, 2022, FDEP contacted staff about some ARPA funding opportunities available for projects with a status of Underway or Planned already in the City Basin Management Action Plan (BMAP) that specifically target stormwater treatment. On January 19, 2023, FDEP made an announcement regarding funding of selected projects for stormwater treatment in the Indian River Lagoon.

A Project to design a dry retention pond stormwater facility at the intersection of US 1 and Forrest Ave was approved for funding. The project is related to the City of Cocoa's Stormwater Master Plan to use a dry pond in a vacant lot to treat a drainage basin of approximately 16.39 acres of mixed-use

land that is modeled to generate 219 lbs/yr of total nitrogen (TN) and 43 lbs/yr of total phosphorus (TP). Mead & Hunt's task order for Design and Permitting totaled $141,126. ARPA funded $120,000 leaving a shortfall of $21,126.

SOIRL approached staff with an offer to fund an additional $18,949. Once the acceptance of the additional funding from SOIRL is approved, the City's cost share will be reduced from $21,126 to $2,177.

STRATEGIC PLAN CONNECTION:

Comprehensive Plan GOAL 9.1: The natural resources of the City's coastal planning area shall be preserved, protected or enhanced, as physically, fiscally, and practically feasible in light of impacts from sea level rise, to provide the highest possible water quality, habitat for fish and wildlife and use for public recreation while safeguarding human life, property and public expenditures.

BUDGETARY IMPACT:

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

Amount Requested	$18,949
Account Number	_423-0000-338.10-05 GR23IF
Account Name	Shared Revenue SOIRL

Amount Requested	$18,949
Account Number	_423-3570-538.63-00 GR23IF
Account Name	_Stormwater Infrastructure

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
__X__ Grant Source: SOIRL
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PO:82087

100% ARPA Grant Funding $120,000
SOIRL Funding $18,949
MATCH (SOIRL) $2,177

Total Project $141,126 (Two Grants and a $2,177 City Match)

A Change Order for the additional $21,126 2-1-24 was issued on account 423-3570-538.63-00 and the original PO $120,000 was cut in the ARPA Account 423-3570-538.63-35. Same Project Number. BAF # 24-039-T provided the additional funding

needed for the project from existing FY24 budget. The attached BAF is to accept the SOIRL Grant Revenue and replenish the project budget initially utilized with BAF# 24-039-T.

PREVIOUS ACTION:

On July 11, 2023 Council approved the funding and task order to Mead & Hunt.

RECOMMENDED MOTION:

Approve a Save Our Indian River Lagoon (SOIRL) grant funding agreement in the amount of $18,949 for Design and Permitting of a dry retention pond at the intersection of North Cocoa Blvd and Forrest Ave. Approve a Resolution Amending the FY24 Budget, BAF # 24-069-A recognizing the revenue. Authorize the City Manager to Sign and Administer the Grant Agreement.

Brevard COUNTY

BOARD OF COUNTY COMMISSIONERS

Natural Resource Management
2725 Judge Fran Jamieson Way
Building A, Room 219
Viera, Florida 32940

March 4, 2024

Frank Mirabito
Streets & Stormwater Manager
City of Cocoa
155 N Wilson Ave
Cocoa, FL 32922

Dear Mr Mirabito:

Enclosed please find two (2) signed original Save Our Indian River Lagoon Project Cost-Share Funding Contract (SOIRL 24-129) between Brevard County, Florida, and the City of Cocoa, Florida. After the Contracts have been signed, please return one (1) original to me for the County's recordkeeping purposes and retain one for your files.

Please let me know if there is anything else you will need. Thank you.

Aleah Ataman
Associate Environmental Specialist
Save Our Indian River Lagoon Program
Brevard County Natural Resources Management Department

/cg
Attachment(s)
cc: Virginia Barker, Director

SAVE OUR INDIAN RIVER LAGOON PROJECT COST-SHARE FUNDING AGREEMENT BETWEEN BREVARD COUNTY, FLORIDA AND THE CITY OF COCOA, FLORIDA.

AGREEMENT NUMBER: SOIRL 24-129

THIS AGREEMENT ("Agreement") is made and entered into the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the City of Cocoa, Florida, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY").

RECITALS

WHEREAS, the COUNTY saw the urgent need to implement the "Save Our Indian River Lagoon Project Plan," with the aim to restore the Indian River Lagoon through financing, planning, constructing, maintaining, and operating capital improvements and capital maintenance projects and programs designed to improve water quality, fish, wildlife and marine habitat, remove muck and reduce pollution, as permitted under Section 212.055(2)(d)1., Florida Statutes; and

WHEREAS, pursuant to Section 212.055, Florida Statutes, the COUNTY is authorized to levy a discretionary infrastructure sales tax of one-half cent by ordinance enacted by a majority of the members of the Board of County Commissioners and approved by a majority of the electors of Brevard County voting in a referendum on the surtax; and

WHEREAS, the COUNTY promulgated and passed Brevard County Ordinance No. 2016-15, ("the Ordinance") imposing a one-half cent discretionary infrastructure sales tax for a period of ten (10) years from the date of levy, for the purposes expressed above, subject to approval of said surtax by a majority vote of those qualified electors of Brevard County voting in a referendum that was held on November 8, 2016; and

WHEREAS, it was contemplated that, if approved, said one-half cent discretionary infrastructure sales tax shall be imposed and collected County-wide, commencing on January 1, 2017, and continuing thereafter for a period of ten (10) years until December 31, 2026; and

WHEREAS, on November 8, 2016, a majority of those qualified electors of Brevard County voted in favor of the referendum, thereby authorizing the levy of the one-half cent surtax; and

WHEREAS, the COUNTY deems it in the best interest of all of the citizens and residents of Brevard County, Florida, that the proceeds of the one-half cent discretionary infrastructure sales tax be used to fund projects and programs designed to restore the Indian River Lagoon in the manner set forth in the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, including operations, maintenance and reasonable administrative costs of those projects and programs; and

WHEREAS, the project identified in the Statement of Work ("the Project") has been included and approved by the Board of County Commissioners as part of the Save Our Indian River Lagoon Project Plan; and

WHEREAS, the COUNTY has determined that providing cost-share funding to the CITY for the purposes provided for herein will assist the COUNTY in effectively and efficiently implementing the Ordinance and its incorporated Save Our Indian River Lagoon Project Plan, as amended from time to time, and would be a proper expenditure of the monies reserved in the Save Our Indian River Lagoon Trust Fund;

NOW, THEREFORE, for value received, and in consideration of the following covenants, promises and provisions; the Parties agree as follows:

Section 1. Documents.
This Agreement incorporates all of the following:
a. The Recitals set forth above;
b. The terms of the Agreement set forth herein;
c. Attachment A – Statement of Work;
d. Attachment B – Project Progress Report Form;
e. Attachment C – Reimbursement/Invoice Form;
f. Attachment D – Recipient's Certification of Payment Form; and
g. Attachment E – Eligible Tax Funding Cost Share Form.

Section 2. Statement of Work.
In consideration of the above recitals, and the funding assistance described below, the CITY agrees to perform and complete the activities provided for in the **Statement of Work, Attachment A**. CITY shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein.

Section 3. Term and Extensions.
a. The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2027 ("Completion Date"). CITY shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions.

b. Any request for an extension of time beyond the Completion Date must be made in writing no less than forty-five (45) days prior to the contracted Completion Date. Timely requests to extend for up to one (1) year may be approved by the Natural Resources Management Department Director, or his/her designee; and up to two (2) years may be approved by the County Manager, or designee. Timely requests to extend for longer than the County Manager's authorization to approve, may only be approved by the Board of County Commissioners.

c. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date, including by way of example without limitation, delivery of a final progress

report, will remain in full force and effect after the Completion Date as necessary to affect performance.

Section 4. Offer Limitations.

a. This Agreement constitutes an offer until authorized, signed and returned to the COUNTY by the CITY. This offer terminates sixty (60) days after receipt by the CITY; provided, however, that the CITY may submit a written request for extension of this time limit which may be approved by the County Manager or his/her designee.

b. If the Project, which is eligible for reimbursement under this Agreement, does not begin within one hundred eighty (180) days of the Effective Date, or if the invoice for non-construction projects is not submitted within two hundred seventy (270) days of the Effective Date, this Agreement will be subject to termination and the funds subject to reallocation.

Section 5. Project Management.

The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days' prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date received.

COUNTY
Aleah Ataman
Project Manager
Department of Natural Resource Management
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
321-633-2016
Email: aleah.ataman@brevardfl.gov

CITY
Frank Mirabito
Streets & Stormwater Manager
City of Cocoa
155 N. Wilson Ave
Cocoa, FL 32922
321-433-8776
E-mail:fmirabito@cocoafl.gov

a. The COUNTY'S Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating the COUNTY'S policies and decisions regarding all matters pertinent to performance of the Project. The COUNTY'S Project Manager may authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, and do not affect the COUNTY'S cost-share funding amount, the Project's nutrient reduction benefits, Completion Date, or otherwise significantly modify the terms of the Agreement.

b. Should additional funding be acquired from sources other than the Indian River Lagoon one-half cent surtax, the County Manager and City Manager are authorized to sign amendments to

this Agreement only if such additional funding: (1) reduces the Indian River Lagoon tax funding amount; and/or (2) reduces the CITY's cost-share amount.

Section 6. Deliverables.

a. The CITY shall fully implement the Project, as described in the **Statement of Work, Attachment A**. The CITY is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, the CITY shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project.

b. The COUNTY'S Project Manager shall make a final acceptance inspection of the project when completed and finished in all respects. Upon satisfactory completion of the Project, the CITY will provide the COUNTY a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by the CITY shall constitute a release in full of all claims against the COUNTY arising from or by reason of this Agreement.

c. Unless otherwise provided herein, the COUNTY does not assert an ownership interest in any of the deliverables under this Agreement.

Section 7. Progress Reports and Performance Monitoring

a. The CITY shall provide to the COUNTY Project update/status reports as provided in the **Statement of Work, Attachment A**. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule.

b. The CITY shall use the COUNTY'S **Project Progress Report Form, Attachment B.** CITY shall submit the Project Progress Reports to the COUNTY'S Project Manager within twenty (20) days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

c. Commencement of Construction. The CITY shall notify the COUNTY once construction has started at the site.

d. For as long as the Project is operational, the COUNTY shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. The CITY shall make available to the COUNTY any available data that is requested pertaining to the performance of the Project.

Section 8. Amount of Funding.

a. For satisfactory completion of the Project, the COUNTY shall pay the CITY its "Eligible Tax Funding Cost Share" as stated in **Eligible Tax Funding Cost Share Form, Attachment E.** This amount shall be reduced correspondingly if additional matching funds for the Project are secured by the CITY. The contract amount may be increased by the appropriate grant amount if the COUNTY is able to secure funds from external revenue sources that are approved for

allocation to this Project by the Board of County Commissioners, or its duly authorized representative.

b. The CITY shall be responsible for payment of all additional costs beyond the cost-share amount necessary to ensure completion of the Project.

c. During contract negotiations, the CITY must submit the adopted budget for the project, the amount of all secured grants for the Project, and an estimate of Project costs as defined below in Section 8.e. The Eligible Tax Funding Cost Share shall be reduced as necessary to not exceed the balance of Project costs minus external matching funds for the Project.

d. The CITY shall notify the COUNTY'S Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement. The Eligible Tax Funding Cost Share shall be reduced as necessary so as not to exceed the balance of Project Costs minus external matching funds for the Project.

e. "Project cost" is defined to include actual costs of constructing project facilities, including construction, construction management, construction QA/QC testing, land acquisition, engineering, design, permitting, permit fees, impact fees, and any other Project-specific costs authorized under the **Statement of Work, Attachment A**. Project cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work, nor any costs not included in the contracted Statement of Work.

f. The CITY is responsible for owning, operating and maintaining the Project for the typical operating life of the Project.

Section 9. Payment of Invoices.

a. The CITY shall submit itemized invoices as per the **Statement of Work, Attachment A** on a end of Project basis for reimbursable expenses by one of the following four methods by: (1) mail; (2) hand delivery; or (3) national overnight courier to the Brevard County Natural Resources Management Department, Aleah Ataman, Project Manager, 2725 Judge Fran Jamieson Way, Building A, Viera, Florida 32940; or (4) e-mail to aleah.ataman@brevardfl.gov. If a delivery method is not selected in this paragraph, the default invoicing basis will be quarterly increments and sent by mail to the Project Manager.

b. All invoices shall be submitted using **Reimbursement/Invoice Form, Attachment C**, and include the following information: (1) the COUNTY'S contract number; (2) the CITY'S name, address, and authorization to directly deposit payment into the CITY'S account; (3) the CITY'S invoice number and date of invoice; (4) the COUNTY'S Project Manager; (5) the CITY'S Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the **Statement of Work, Attachment A**); and (7) **Project Progress Report Form, Attachment B**. Invoices that do not include the above-listed information shall be returned without action within ten (10) business days of receipt, stating the basis for rejection.

c. Incremental payments shall be calculated as the fraction of Eligible Tax Funding Cost Share listed in the **Eligible Tax Funding Cost Share Form, Attachment E** (after adjustments per Section 8c. and/or d.) divided by Project Cost multiplied by the amount of the City's Project Cost incurred during the respective incremental billing period. This percentage may be adjusted as needed if the project is partially funded through other grant funding sources. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

d. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to the CITY and proof of payment. If necessary for audit purposes, the CITY shall provide additional supporting information as required to document invoices.

e. CITY shall be reimbursed for the actual cost of the Project, or the contracted amount, whichever is less. The COUNTY shall not withhold any retainage from this reimbursement. COUNTY reimbursement is subject to annual budgetary limitations and allocations, if applicable.

f. The COUNTY'S fiscal year ends on September 30th. The COUNTY is required to account for all encumbered funds at that time. Submittal of an invoice as of September 30th satisfies this requirement. Regardless of whether the CITY chooses monthly, quarterly, or annual invoices, if any expenses occur between a previous invoice and September 30th, the CITY shall submit a description of the work completed on the Project through September 30th and a corresponding invoice for that cost-share eligible amount achieved during that time interval.

Section 10. Final Invoice.

a. The final invoice must be submitted no later than forty-five (45) days after the City's final payment to its vendors for the Project or October 30th if the City's final payment is made between September 15th and September 30th.

b. Final Invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the COUNTY, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. The CITY must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

Section 11. Travel Expenses.

If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the Project budget. Travel expenses are otherwise not compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by the CITY.

Section 12. Payments Withheld.

The COUNTY may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the COUNTY from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate

progress in the Project; or (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

Section 13. Multi-Year Agreements.

a. For multi-fiscal year agreements, the COUNTY must budget the amount of funds that will be expended during each fiscal year as accurately as possible. Funds contracted for reimbursement beyond the COUNTY'S current fiscal year will be budgeted in subsequent fiscal years per the schedule specified in the Project Agreement, as amended. The **Statement of Work, Attachment A**, includes the parties' current schedule for completion of the work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Estimated Reimbursement Schedule").

b. If the CITY anticipates that expenditures will exceed the budgeted amount during any fiscal year, the CITY shall promptly notify the COUNTY'S Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the work without increasing the Total Compensation. The last date for the COUNTY to receive this request is August 1 of the then-current fiscal year. Funds allocated in the current fiscal year that are not reimbursed in the current fiscal year due to slippage in the Project delivery schedule will be requested by COUNTY staff to roll forward to the next fiscal year as a Budget Amendment – (Regular), per BCC-21.

c. The COUNTY may in its sole discretion prepare a Budget Change Request incorporating the revised work schedule and Estimated Reimbursement Schedule as appropriate for changes in the Project schedule.

Section 14. Sovereign immunity, Liability, and Insurance.

To the extent provided by law, the CITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CITY, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with this Contract, to the extent and within the limitations of Section 768.28, Florida Statutes. The CITY accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or CITY beyond the waiver provided for in Section 768.28, Florida Statutes, as may be amended. Nothing contained herein shall constitute agreement by the CITY to indemnify the COUNTY for the negligent acts or omissions of the COUNTY, its officers or employees. Nothing in this Contract 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. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

The selected contractor shall purchase and maintain general liability insurance in the amount of $1,000,000/$2,000,000 and auto liability insurance in the amount of $500,000/$1,000,000, and

Workers' Compensation to the State of Florida's limits. The selected contractor shall provide Certificates of Insurance to the City and COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract and is responsible for ensuring it has the coverage required hereunder throughout the length of this contract. Insurance carriers providing coverage required herein must be licensed or authorized to conduct business in the State of Florida and must possess A.M. Best's Financial Strength Rating of A-Class VIII or better. The Certificates of Insurance shall indicate that the policies (except professional liability) have been endorsed to cover the COUNTY and the CITY as an additional insured (a waiver of subrogation in lieu of additional insured status on the Workers' Compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice being issued by the insurer to the COUNTY. The CONTRACTOR is also responsible for providing the COUNTY with thirty (30) days prior written notice of any change or cancellation of the policies.

The selected contractor shall submit a certificate of insurance that meets these requirements to both the CITY and the BOCC before the commencement of the project. Where the City is indemnified under any agreement awarded to the selected subcontractor, the County shall also likewise be so indemnified by the subcontractor and the City shall provide written proof of such indemnification.

The parties acknowledge that specific consideration has been exchanged for this indemnification provision. This indemnification shall survive the termination of this Contract.

Section 15. Funding Availability.

a. This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) the Save Our Indian River Lagoon one-half cent surtax; (2) annual appropriations by the Florida Legislature; or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the COUNTY for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the COUNTY shall so notify the CITY and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the COUNTY may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

b. The CITY agrees that any and all City funds budgeted (in the adopted or amended budget) for this Project that are saved by the CITY by virtue of reimbursement or allocation received pursuant to this cost-share agreement, shall be reallocated and expended by the CITY solely to other City, County or third party project(s) benefiting the restoration of the Indian River Lagoon within five (5) years of the Effective Date of this Agreement. Should the CITY choose to not expend such funds in the manner described above, the CITY shall transfer those funds to the COUNTY for deposit to the Save Our Indian River Lagoon Trust Fund. The CITY'S obligation under this paragraph shall survive the termination of this agreement.

Section 16. Failure to Complete Project.

a. Should the CITY fail to complete the Project, the CITY shall refund to the COUNTY all of the funds provided to the CITY pursuant to this Agreement.

b. With a recommendation from its Citizen Oversight Committee, the COUNTY, in its sole judgment and discretion, may determine that the CITY has failed to complete the Project due to circumstances that are beyond the CITY'S control, due to termination of this agreement for reasons of funding availability, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the COUNTY may excuse the CITY from the obligation to return funds provided hereunder.

c. If the Project has not been completed within thirty (30) days after the Completion Date, the CITY shall provide the COUNTY with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

d. In the event the Project constitutes a portion of the total functional Project, this paragraph shall apply in the event the total functional Project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional Project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 17(a) and 17(b) shall survive the termination or expiration of this Agreement.

e. Force Majeure. The failure to carry out any terms of this Agreement due to any one of the following circumstances beyond the control of the CITY: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, or governmental agency of the state of Florida or the United States; (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction; (c) war; (d) flood; (e) earthquake; (f) fire; (g) severe wind storm or hurricane; (h) acts of public disturbance; (i) quarantine restrictions; (j) epidemic; (k) strikes; or (l) sabotage. The CITY shall not be subject to any liability for failure to carry out any of the terms of this Agreement to the extent that such failure shall be due to a Force Majeure event as defined herein. In such event, the CITY shall be excused from the obligation to return funds provided herein if the parties can agree, in writing, to a revised completion date for the Project based on the circumstances.

Section 17. Termination.

a. If the CITY materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the COUNTY may provide the CITY written notice of the deficiency by forwarding a "Notice to Cure," citing the specific nature of the breach. The CITY shall have thirty (30) days following receipt of the notice to cure the breach. If the CITY fails to cure the breach within the thirty (30) day period, the COUNTY may issue a "Termination for Default Notice" terminating this Agreement without further notice. In such event, the CITY shall refund to the COUNTY all funds provided to the CITY pursuant to this Agreement within thirty

(30) days of such termination. The COUNTY may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

b. Delay or failure by the COUNTY to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the COUNTY'S rights or remedies for any subsequent breach or continued breach of this Agreement.

c. This Agreement may be terminated by either party for convenience upon ninety (90) days prior written notice to the other party. In the event the COUNTY terminates for convenience, the CITY shall be paid for work completed and costs incurred in good faith through the date of termination. In the event the CITY terminates for convenience, COUNTY shall receive a full refund of the funds provided herein within thirty (30) days of the date of termination.

ADDITIONAL PROVISIONS

Section 18. Assignment.
The CITY shall not assign this Agreement, or any monies due hereunder, without the COUNTY'S prior written consent. The CITY is solely responsible for fulfilling all work elements in any contracts awarded by the CITY and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the COUNTY and any of the CITY'S contractors or subcontractors.

Section 19. Audit; Access to Records; Repayment of Funds.
a. Maintenance of Records. The CITY shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. The CITY shall keep the records of receipts and expenditures, copies of all reports submitted to the COUNTY, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In addition, the CITY shall maintain records to demonstrate satisfaction of its obligation under subparagraph 15b. above.

b. Review and Auditing. In accordance with generally accepted governmental auditing standards, the COUNTY shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, the CITY shall maintain all required records until the audit is completed and all questions are resolved. The CITY will provide proper facilities for access to and inspection of all required records.

c. Repayment of Funds. COUNTY funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the COUNTY finds any of the following: (1) the CITY has spent funds for purposes other than as provided for herein; (2) the CITY has failed to perform a continuing obligation of this Agreement; (3) the CITY has received duplicate funds from the COUNTY or other external funding entity for the same purpose; (4) the CITY has been advanced or paid unobligated funds; (5) the CITY has been paid funds in excess of the amount the CITY is

entitled to receive under the Agreement; and/or (6) the CITY has received contributions amounting to more than one hundred percent (100%) of the Project cost through cumulative public agency cost-share funding.

Section 20. Dispute Resolution.
The CITY is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the COUNTY's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the COUNTY Project Manager within ten (10) business days, the COUNTY Project Manager shall forward the request to the County Manager's Office, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the COUNTY and may then be subject to judicial review upon completion of the Project.

Section 21. Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.
This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) Venue for any state or federal legal proceedings shall be in a court of competent jurisdiction in and for Brevard County; (2) Each party shall bear its own attorney's fees, including appeals; (3) For civil proceedings, the parties hereby consent to trial by the court and **WAIVE THE RIGHT TO JURY TRIAL**.

Section 22. Permits.
The CITY shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. The CITY shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

Section 23. Independent Contractors.
The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. The CITY is not a contractor of the COUNTY. The COUNTY is providing cost-share funding as a cooperating governmental entity to assist the CITY in accomplishing the Project. The CITY is solely responsible for accomplishing the Project and directing the means and methods by which the Project is accomplished. The CITY is solely responsible for compliance with all labor, health care, and tax laws pertaining to the CITY, its officers, agents, and employees.

Section 24. Scrutinized Companies.
a. The CITY certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY or its subcontractors are found to have

submitted a false certification; or if the CITY or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CITY certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Agreement at its sole option if the CITY, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CITY, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CITY agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

Section 25. Public Entity Crime.
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

Section 26. Public Records.
Records of the CITY that are made or received in the course of performance of the Project may be public records that are subject to the requirements of Chapter 119, Florida Statutes. If the CITY receives a public records request, the CITY shall promptly notify the COUNTY'S Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of Chapter 119, Florida Statutes, as amended.

Section 27. Royalties and Patents.
The CITY certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. The CITY shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the COUNTY harmless from loss to the extent allowed by Florida law.

Section 28. Employment Eligibility Verification (E-Verify):
The CITY:

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

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

c. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the CITY'S enrollment in the program. This includes maintaining a copy of proof of the CITY'S and subcontractors' enrollment in the E-Verify Program; and

d. compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach; and

e. shall require any contractor to provide the City with an affidavit stating that it does not employ, contract with, or subcontract with any unauthorized aliens; and

f. nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

Section 29. Severability.
If any portion of this Contract is found to be invalid or unenforceable or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representative, and CITY has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

Brevard County, Florida

By: _____

Date: 3/1/24

Virginia Barker, Director, Natural Resources Management

As Approved by the Board on February 20, 2024

Reviewed for legal form and content for Brevard County

_____
Heather A. Balser, Assistant County Attorney

Cocoa, Florida

By: _____

Name: Stockton Whitten

Title: City Manager

Date: _____

ATTACHMENT A
STATEMENT OF WORK

PROJECT TITLE: City of Cocoa Stormwater Improvement Projects

PROJECT LOCATION: 860 North Cocoa Boulevard at Forrest Avenue

PROJECT BACKGROUND: In 2021, DEP updated the Basin Management Action Plans (BMAPs) for implementation of the Total Maximum Daily Loads (TMDLs) for the North Indian River Lagoon, Central Indian River Lagoon, and the Banana River, requiring nutrient load reductions of nitrogen and phosphorus. This is a multi-phase project that aims to improve the quality of runoff from its adjacent drainage basin, as well as treat baseflow coming through the 72" outfall from the Bracco Reservoir.

PROJECT DESCRIPTION: A dry retention pond will be constructed in a vacant lot east of U.S.1 at the Forrest Avenue intersection in Cocoa, FL. The pond will have a Biosorption Activated Media (BAM) underdrain filtration system to prevent infiltration of water in the area despite an increase in the volume of water being stored for treatment. The project would simultaneously treat baseflow from Bracco as well as effluent from the adjacent drainage basin and reduce infiltration in the immediate area.

TASKS and DELIVERABLES:

The City of Cocoa agrees to include physical signage approved by the County at the site during the performance of the work. The signage shall contain the Brevard County Save Our Indian River Lagoon logo. The physical design of the sign shall allow space for the following text: "This project has been funded in part by the Save Our Indian River Lagoon ½ cent sales tax."

Task #1: Design and Permitting of US 1 and Forrest Ave. Stormwater Facility
Task Description: This scope is for the design of the US 1 and Forrest Ave. Stormwater Facility Project which will excavate the pond and install a bioactivated media (BAM) underdrain filtration system to prevent infiltration of water in the area despite an increase in volume of water being stored for treatment. The drainage basin for this site is 16.39 acres of mixed-use land that as modeled will capture approximately 94.3 pounds of nitrogen and 12.4 pounds of phosphorus from the drainage basin that discharges to the pond.
Task Deliverable: The Grantee will complete the design of the dry retention pond and obtain all necessary permits for the construction of the project.

Task #2: Construction of Project
Task Description: Construction according to design and permitting.
Task Deliverable: Complete construction of the dry retention pond project.

Task	Task Title	Task Start Date	Task End Date
1	Design & Permitting	2/1/2024	1/31/2025
2	Construction of Project	TBD 25/26	TBD 26/27

Estimated Reimbursement Schedule:
Project reimbursements will be requested after project completion.

Task #	Quarter 2nd /2025	Quarter #/Year	Quarter #/Year	Quarter #/Year
1	$18,949			
2	TBD			

Deliverables:
Quarterly and final reports including pictures of progress made, or plans if pictures are not yet available.

Project's Status without Trust Funds (Adjust the highlighted section and delete the other options that do not apply):
This project is included in the City's FY 2024-2025 budget and would have proceeded on the same schedule regardless of the Save Our Indian River Lagoon Funding.

Attachment B

Save Our Indian River Lagoon Project Progress Report Form

Date: _____ Report Number: _____

Project Information

Project Name:			
Recipient:		Recipient's Project Manager:	
SOIRL Contract Number:		SOIRL Contract Amount:	
Nitrogen Reduction Benefit:		SOIRL Contract Expiration:	
Phosphorus Reduction Benefit:		County Project Manager:	

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Project Financial Information

Total Project Budget:		Total SOIRL Budget Expended:	
Total Expended to Date:		SOIRL Budget Expended This Period:	

Estimated Reimbursement Schedule

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Status (include problems, issues, solutions, anticipated plans/deviations from schedule)

Tasks/Milestones/Deliverables Scheduled

Task Number	Tasks/Milestones/ Deliverables	Start Date	Finish Date	Percent Complete (%)
1				0%
2				0%
3				0%
4				0%
5				0%

Attach an additional page of notes and photos if needed.

Attachment C – Detail Sheet

Save Our Indian River Lagoon Cost Share Program – Invoice for Reimbursement

RECIPIENT'S NAME:	
PROJECT NAME:	
COUNTY'S PROJECT MANAGER:	
AGREEMENT NO.:	
PERFORMANCE PERIOD FROM:	
PERFORMANCE PERIOD TO:	
PAYMENT REQUEST NO.:	
DATE OF REQUEST:	
TOTAL PROJECT COST:	
COST-SHARE PERCENTAGE:	
COST-SHARE AMOUNT:	
TOTAL COST-SHARE PREVIOUSLY REIMBURSED:	
CURRENT REIMBURSEMENT AMOUNT REQUESTED:	
NOTES:	

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICE AMOUNT	CURRENT REIMBURSEMENT AMOUNT REQUESTED
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
					TOTALS:	$ 0.00	$ 0.00

Attachment D

Recipient's Certification of Payment Request

I, _____ , on behalf of _____ , do hereby certify for SOIRL Agreement No. _____ and Payment Request No. _____ that:

☐The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.

☐All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

☐All procurement for the amount requested was completed in a manner consistent with applicable law and contract requirements.

☐If notified by the County of any restrictions on the use of local preference for this Agreement, the Recipient confirms that no local preference was used.

☐The Recipient has paid such costs under the terms and provisions of contracts relating directly to the project; and the Recipient is not in default of any terms or provisions of the contracts.

Check all that apply:

☐All permits and approvals required for the construction, which is underway, have been obtained.

☐Construction up to the point of this disbursement is in compliance with the construction plans and permits.

☐The Recipient's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Recipient's Grant Manager's Signature	Recipient's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

ATTACHMENT E

Recipient Name:	City of Cocoa
Project Name:	City of Cocoa Stormwater Improvement Projects
Agreement Number:	24-129

Estimated Project Cost-Share Table							
Task Number	Task Description	Task Cost	Grant 1 ARPA MN038	Grant 2 (_____)	Grant 3 (_____)	Eligible Lagoon Tax Cost Share, Adjusted	Local Match
1	Permitting	$ 28,136.00	$ 28,136.00				$ -
2	Engineering	$ 112,990.00	$ 91,864.00			$ 18,949.00	$ 2,177.00
3	Construction	$ 1,300,000.00					$ 1,300,000.00
4	Monitoring						$ -
	Total	$ 1,441,126.00	$ 120,000.00	$ -	$ -	$ 18,949.00	$ 1,302,177.00

Save Our Indian River Lagoon Funding Eligibility Calculation	
Project Type	Stormwater
Pounds of Nitrogen Reduction	94
Eligible Cost Share per Pound	$202
Eligible Tax Funding Cost Share	$ 18,949
Reduction so Sum of Grants does not exceed Project Cost	$0
Eligible Cost Share, Adjusted	$ 18,949.00
Cost Share Percentage	1%

Mead & Hunt

April 18, 2023

Abigail Morgan, P.E., Env. Spec.
Public Works Assistant City Engineer
City of Cocoa
Public Works
155 North Wilson Avenue
Cocoa, FL 32922

Email: amorgan@cocoafl.org
Hard Copy Mailed Only on Request

Subject: U.S. HIGHWAY NO. 1 / FORREST AVENUE STORMWATER TREATMENT FACILITY SCOPE OF SERVICES AND FEE ESTIMATE

Dear Ms. Morgan:

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for the above referenced project. We have enjoyed previously assisting the City with this project including conceptual design during the U.S. Highway No. 1 widening by FDOT, borrow pit design for fire station development and incorporation of the in project into the ten-year stormwater project plan. We look forward assisting the City in the remaining work to have this project come to fruition. The scope includes design and permitting services. Bidding and construction phase services will be proposed in a separate later proposal.

We look forward to the opportunity to complete another successful project for the City of Cocoa. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

Tyler Brynfleck, P.E.
Project Manager

David King, P.E.
Vice President

TB/DAK:bf

Enclosures: Scope of Services, Fee Estimate

CITY OF COCOA
SCOPE OF SERVICES
FOR
U.S. HIGHWAY NO. 1/FORREST AVENUE STORMWATER TREATMENT FACILITY

This Task Order is in conformance with the Agreement for General Civil Engineering Services Q-23-01-COC-C1 dated March 30, 2023, between the City of Cocoa ("CITY") and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the contract.

GENERAL

This scope of services provided to the CITY includes the design and permitting assistance services for stormwater treatment improvement to the former motel property at U.S. Highway No. 1 (US1) and Forrest Avenue which was acquired by the Florida Department of Transportation (FDOT) and transferred to the CITY.

BASIS OF DESIGN

The project includes the following improvements that were previously planned for as Project WQ-10 72" Outfall Baseflow Capture/Treatment in the August 2019 Stormwater 10-Year Work Plan (Work Plan), consisting of:

1. Development of a dry retention facility to treat runoff from the adjacent US1 collection/conveyance system via piping that was installed with the US1 widening project, additional +/-460 feet of new piping along east side of US1 and a weir in an existing structure on the west side of US1. The dry retention area will be equipped with a biosorption activated media (BAM) filter bottom with underdrain system and liner to provide for nutrient removal and management of filtrate so not to induce additional groundwater flow towards to Indian River Drive and the Indian River shoreline which has been subject to erosion/settlement issues due to ground water flow/seepage.

2. Related work such as landscaping and irrigation.

The construction cost was estimated at $928,750 in the Work Plan.

SCOPE OF SERVICES

PHASE 1 – PROJECT MANAGEMENT AND MEETINGS

MEAD & HUNT'S Project Manager (PM) will manage the project staff, administer services, attend meetings, and conduct QA/QC activities for all work products, including:

1. Project coordination, monthly status reports, and invoices.

2. MEAD & HUNT will control the quality of work products delivered to the CITY by implementing a quality assurance and control process, which includes:
    a. Independent technical review by technical experts to review alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, conflicts, etc.
    b. Independent review of each technical work product before its submission to the CITY

PHASE 2 – FIELD INVESTIGATION, SURVEY, GEOTECHNICAL AND SUBSURFACE UTILITY ENGINEERING:

Survey

MEAD & HUNT will utilize a surveying and mapping company to provide right-of-way and topography, and readily available utility location information for the survey product for the project.

Site Visits and Investigation

MEAD &HUNT will visit the project site to verify existing conditions and requisite modifications to accommodate improvements. MEAD & HUNT will also coordinate with FDOT for the collection of pertinent US1 data including the US1 widening as-builts.

Subsurface Utility Engineering (SUE)

MEAD & HUNT will provide the following Level "D", "C" and "B" Utility Locating services:

1. Quality Level "D"/Utility Records Research
    a. Contact Sunshine One Call and register a design ticket.
    b. Collect utility contact information from Sunshine One Call.
    c. Request utility information in writing (electronic or US Mail) from the utility companies, including utility record drawings and/or plan markups.
    d. Conduct cursory field review to ascertain evidence of any additional utilities.
2. Quality Level "C"/Utility Mapping
    a. Utilize survey subconsultant to collect information on visible above ground utility features and accessible gravity flow utility pipe and invert information.
    b. Correlate and compare collected information with Quality Level "D" information to estimate the utility locations using simple logic.
3. Quality Level "B"/Utility Designating
    a. In conjunction with an excavation locate ticket (for geotechnical explorations, etc.), designation of underground utilities by utility or contracted locator.
    b. Utilize survey subconsultant to collect utility designations and/or conduct field review and collect utility designations using measurements from visible features.
    c. Correlate and compare collected information with Quality Level "D" and "C" information.

PHASE 3 – PROJECT DESIGN

60% Design Development

MEAD & HUNT will develop 60% plans and specifications that reflect the proposed improvements. The CITY standard front-end contract documents will be used and coordinated with the MEAD & HUNT's technical specifications. MEAD & HUNT will provide a 60% engineer's opinion of probable construction cost (EOPCC).

The 60% submittal package will be submitted to the CITY for review and comment. The submittal will include drawings, technical specifications, and the EOPCC. Two (2) copies of the submittal package will be provided to the CITY. It is assumed the CITY will conduct their review and a meeting will be held at the end of the CITY review.

90% Design Development

Based on the CITY's 60% review comments and discussions at the 60% review meeting, MEAD & HUNT will advance the 60% design drawings to 90% completion. MEAD & HUNT will advance the 60% technical specifications to the 90% level for construction of the new components and facilities. MEAD & HUNT's 60% EOPCC will be updated for the 90% submittal.

The 90% submittal package will be prepared and submitted to the CITY and permitting agencies for review and comment. The submittal will include drawings, technical specifications, and the 90% EOPCC. Two (2) copies of the submittal package will be provided to the CITY. A comment/response log will be included with the submittal to document how the CITY comments from the 60% review meeting are addressed in the 90% submittal. It is assumed the CITY will conduct their review within two (2) weeks, and a meeting will be held at the end of the CITY review.

100% Design Development

Based on the CITY's 90% review comments, discussions at the 90% review meeting and permitting RAIs/responses, MEAD & HUNT will advance the 90% design drawings to 100% completion. MEAD & HUNT will advance the 90% technical specifications to the 100% level for construction. MEAD & HUNT's 90% EOPCC will be updated for the 100% submittal.

PHASE 4 – PERMITTING

Upon 90% design, MEAD & HUNT will complete the following permitting work:

1. Schedule and attend a preapplication meeting with St Johns River Water Management District (SJRWMD) and FDOT to discuss the aspects of the project and receive feedback on any permitting obstacles.
2. Prepare a stormwater design report which will address the design and operation of the stormwater treatment facilities, including estimated annual nitrogen and phosphorus pollutant load reductions utilizing BMPTrains software.

3. Prepare and submit a SJRWMD Environmental Resource Permit (ERP) permit application and FDOT Right-of-Way Utilization/Drainage permit application with supporting information with copies to CITY.
4. Respond to one (1) request for additional information from SJRWMD and FDOT for each application with copy to CITY.
5. Review received permits for accuracy.

EXCLUSIONS AND ASSUMPTIONS

This scope of services excludes all items not specifically described herein, including but not limited to the following:

1. Grant/loan acquisition services – Can be provided by amendment if requested
2. City site plan permitting – Assumed not to be required
3. Bidding phase services – To be addressed in later proposal
4. Construction phase services – To be addressed in later proposal
5. Contaminated soil/groundwater efforts due to no known issues
6. Property/easement acquisition assistance

SCHEDULE

MEAD & HUNT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon	Cumulative Duration
Phase 1 - Project Management & Meetings	*350 days (est.)*	*Receipt of notice to proceed*	-
Phase 2 – Field Investigation/Survey/SUE	*90 days*	*Receipt of notice to proceed*	-
Phase 3 - Project Design			
60% Design	*115 days*	*Receipt of notice to proceed*	*115*
90% Design	*115 days*	*Receipt of additional survey/comments on 60% Design deliverable*	*230*
Phase 4 – Utility Coordination	*30 days*	*60% Design deliverable submittal (concurrent with 90% design)*	-
Phase 5 - Permitting	*90 days*	*Approval of 90% design documents*	*320*
Phase 6 – Final Design	*30 days*	*Receipt of comments on 90% Design deliverable/permits*	*350*

The above timeframes include CITY and agency review.

COMPENSATION

MEAD & HUNT shall complete the above services for a total price of **$141,126** based on the following breakdown and basis and the attached estimated manhour schedule.

Phase/Task	Fee/Cost	Basis
Phase 1 - Project Management & Meetings	*$12,648*	*Lump Sum*
Phase 2 – Field Investigation/Survey/SUE	*$11,279*	*Lump Sum*
Phase 3 – Project Design	*$58,446*	*Lump Sum*
Phase 4 – Utility Coordination	*$1,253*	*Lump Sum*
Phase 5 - Permitting	*$28,136*	*Lump Sum*
Phase 6 – Final Design	*$6,494*	*Lump Sum*
Phase 7 –Subconsultants/Reimbursables	*$22,870*	*Time & Expense*
Total	***$141,126***	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may need to be modified by MEAD & HUNT.

Accepted by: CITY OF COCOA	Approved by: MEAD & HUNT, INC.
By:	By:
Name:	Name: David King, PE
Title:	Title: Vice President/Business Unit Leader
The above person is authorized to sign for Client and bind the Client to the terms hereof.	
Date:	Date April 18, 2023

THE CITY ACKNOWLEDGES AND AGREES THAT THIS TASK ORDER IS SUBJECT TO SECTION 558.0035, FLORIDA STATUTES WHICH PROVIDES THAT INDIVIDUAL DESIGN PROFESSIONALS EMPLOYED BY THE ENGINEER OR AN AGENT OF THE ENGINEER MAY NOT BE INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND

SCOPE OF PROFESSIONAL SERVICES PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT AND THIS TASK ORDER ISSUED THEREUNDER PROVIDED CERTAIN STATUTORY CONDITIONS ARE SATISFIED.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

Mead & Hunt

CITY OF COCOA
U.S. HIGHWAY NO. 1 / FORREST AVENUE STORMWATER TREATMENT FACILITY
COCOA FL
ESTIMATED MANHOUR SCHEDULE
April 18, 2023

Phase	Description	Senior Associate, Principal	Engineer II	Engineer I	Technician III	Technician II	Clerical	Total Task ($)
	Hourly Rate	$ 201.00	$ 142.00	$ 124.00	$ 127.00	$ 112.00	$ 75.00	See Below
1	**Project Management**	48	0				40	$ 12,648.00
	Subtotals	**48**	**0**	**0**	**0**	**0**	**40**	**$ 12,648.00**
2	**Preliminary Design**							
	Quality Level "B", "C" and D" Utility Designationg, Mapping and Records Research	1	6	12	6	6	2	$ 4,125.00
	Topographic survey and geotechnical evaluation	2	6	4	2	4	3	$ 2,677.00
	Site visits and investigation	4	16	12	8	0	2	$ 5,730.00
	Subtotals	**7**	**28**	**28**	**16**	**10**	**7**	**$ 12,532.00**
3	**Project Design**							
	Prepare and submit 60% documents for review by the City	8	32	8	108	4	16	$ 22,508.00
	Respond to City comments on 60% submittal and meeting	6	8	6	0	0	4	$ 3,386.00
	Prepare and submit 90% documents for review by the City	8	24	8	72	4	16	$ 16,800.00
	Respond to City comments on 90% submittal and meeting	6	8	4	2	0	2	$ 3,242.00
	Prepare and submit 100% deliverables incl plans, specs and EOPCC for bidding	4	16	0	48	4	16	$ 10,820.00
	Prepare correspondence, deliverables at 60%, 90% and final	6	8	2	0	4	16	$ 4,238.00
	Prepare signed/sealed Final Design documents	4	16	4	0	2	2	$ 3,946.00
	Subtotals	**42**	**112**	**32**	**230**	**18**	**72**	**$ 64,940.00**
4	**Permitting**							
	Prepare/Submit SJRWMD ERP Application	2	4	40	0	16	8	$ 8,322.00
	Prepare Stormwater Design Report	4	8	30	16	2	4	$ 8,216.00
	Respond to SJRWMD's Requests for Additional Information (RAI), One(1) anticipated	2	4	4	4	8	2	$ 3,020.00
	Prepare/Submit FDOT Utility Permit	2	4	20	0	16	8	$ 5,842.00
	Respond to one(1) FDOT Requests for Additonal Information (RAI) as requested	2	2	4	4	8	2	$ 2,736.00
	Subtotals	**12**	**22**	**98**	**24**	**50**	**24**	**$ 28,136.00**
	TOTAL ALL TASKS	**109**	**162**	**158**	**270**	**78**	**143**	**$ 118,256.00**
							Lump Sum Total	**$ 118,256.00**
5	**Subconsultant/Reimbursables Breakdown:**						Subs/Reimbursables	$ 22,870
	Description	Amount					Contingency	$ -
	Route and Vacant Lot Survey by Kugelman Surveying ($6,594) plus contingency (30%) allowance	$ 8,570.00					**GRAND TOTAL**	**$ 141,126**
	Geotechnical Investigation allowance	$ 3,500.00						
	Landscape Architect Allowance	$ 8,000.00						
	Permit Application Fees (ERP $1,800)	$ 1,800.00						
	Printing/Reproduction allowance	$ 1,000.00						
	Total	**$ 22,870.00**						

RESOLUTION NO. 2024-028

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 26th day of March, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-069-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: SW | DATE PREPARED: 03/12/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 18,949	423-0000-338.10-05	GR231F	Stormwater - SOIRL Grant Award	$ 0	$ 0	$ 18,949	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 18,949	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 18,949	423-3570-538.63-00	GR231F	Infrastructure - SOIRL Grant Award	$ 0	$ 0	$ 18,949	$ 0
($ 18,949)	423-3570-538.63-00	GR231F	Project Correction to BAF 24-039	$ 0	$ 0	($ 18,949)	$ 0
$ 18,949	423-3570-538.63-00	SW21DP	Project Correction to BAF 24-039	$ 0	$ 0	$ 18,949	$ 0
($ 874)	423-3570-538.63-00	GR23F	Project Correction to BAF 24-039	$ 0	$ 0	($ 874)	$ 0
$ 874	423-3570-538.63-00	SW21DP	Project Correction to BAF 24-039	$ 0	$ 0	$ 874	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 18,949	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Project at US1 & Forrest Ave was originally funded ($120K) by ARPA (SLSFRF) which left a shortfall of $21,126. This shortfall was transfered from another project in on the January Cleanup BAF 24-039-T, including some excess as the exact shortfall was not known at that time.
Since that date SOIRL has extended a grant of $18,949 and the exact shortfall was determined. This BAF is to Accept the SOIRL grant funding and refund the excess shortfall funding from the previous project SW21DP (Remaining Budget $2,177, for the Match)

Agenda 24-129 on 3/26/24.

Council/Board APPROVAL REQUIRED? YES ○ NO ◉ DATE APPROVED: 03/26/24 RESOLUTION #: 2024-028

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

3/12/24	Frank Mirabito Digitally signed by Frank Mirabito Date: 2024.03.12 15:08:50 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.03.20 10:34:30 -04'00'			
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Abigail Morgan Digitally signed by Abigail Morgan Date: 2024.03.12 15:17:43 -04'00'		Lora Howell Digitally signed by Lora Howell Date: 2024.03.20 11:12:17 -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 #: _____

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Public Works	**DIVISION:** Stormwater
POINT OF CONTACT: Frank Mirabito	**PROJECT MANAGER:** Frank Mirabito
NAME OF GRANT: Save Our Indian River Lagoon (SOIRL) Program	
Assistance Listing#/CFSA#: N/A	**FUNDING AGENCY:** Brevard County
AMOUNT REQUESTED: $ 18,949	**GRANT DUE DATE:** 01/19/2023

PROJECT DESCRIPTION:

THIS FORM IS FOR INTERNAL DOCUMENTATION ONLY - STAFF DID NOT HAVE TO FORMALLY APPLY FOR THE GRANT WITH SOIRL
A Project to design a dry retention pond stormwater facility at the intersection of US 1 and Forrest Ave was approved for funding. The project is related to the City of Cocoa's Stormwater Master Plan to use a dry pond in a vacant lot to treat a drainage basin of approximately 16.39 acres of mixed-use land that is modeled to generate 219 lbs/yr of total nitrogen (TN) and 43 lbs/yr of total phosphorus (TP). Mead & Hunt's task order for Design and Permitting totaled $141,126. ARPA funded $120,000 leaving a shortfall of $21,126.

SOIRL approached staff with an offer to fund an additional $18,949. Once approved, the City's cost share will be reduced from $21,126 to $2,177.

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 03/26/2023
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** End of project

WHAT ARE THE REPORTING REQUIREMENTS?

Quarterly progress reports, and final project completion package.

FUTURE REQUIREMENTS TO CONSIDER:

N/A

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-132	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/8/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Announcement of Mayor Blake, Deputy Mayor Hearn and Councilmember Goins to Attend the Florida Black Caucus Conference from April 4 - 5, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 8, 2024
Agenda Date: March 26, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Announcement of Mayor Blake, Deputy Mayor Hearn and Councilmember Goins to Attend the Florida Black Caucus Conference from April 4 - 5, 2024.

BACKGROUND:

Mayor Blake, Deputy Mayor Hearn and Councilmember Goins will be attending the Florida Black Caucus Conference in Orlando from April 4 - 5, 2024. The total estimated cost for all expenses is around $1,850. Registration costs for the conference are budgeted under Council's Training account and all other expenses related to travel are budgeted under Council's Travel & Per Diem account.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

Amount Requested $1,850 (Estimated)

Account Number 001-1000-511.40-00 Travel & Per Diem
001-1000-511.55-00 Training

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Announcement of Mayor Blake, Deputy Mayor Hearn and Councilmember Goins to Attend the Florida Black Caucus Conference from April 4 - 5, 2024.

Legislation Details (With Text)

File #:	24-137	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/13/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2023-2024, for salaries, benefits and operating costs for the Victim's Advocate Program, in order to provide victim advocate services to crime victims along with operating budget for supplies. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2025 VOCA Grant Internal grant application 3.18.2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2024
Agenda Date: March 26, 2024
Prepared By: Joanna Tabor, Victim Advocate Coordinator
Through: Evander Collier, IV, Chief of Police
Requested Action:
To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2023-2024, for salaries, benefits and operating costs for the Victim's Advocate Program, in order to provide victim advocate services to crime victims along with operating budget for supplies.

BACKGROUND:

The Office of the Attorney General (OAG) has announced the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant funds is to support victims of crime by providing services that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and to provide victims of crime with a measure of safety and security.

The Cocoa Police Department is committed to reducing crime in Cocoa by strengthening our citizen's understanding of victimization. A victim advocate devotes attention to the various needs of the victim by acting as a liaison with officers, keeping the victim informed on their case, and arms them with knowledge to reduce the potential for further harm.

The funding for this project would be a necessity in providing further assistance to victims of crime in Cocoa. According to the Cocoa Police Department's report of crimes from 2023, there were 4,423 reports of those, including 277 Domestic Violence related offenses. In FY2022-2023 the Cocoa

Police Department's Victim Services unit served 798 victims of crime with a majority of the focus being on violent crime and domestic violence. Out of the 1,616 total number of victims during the FY22/23 grant cycle, we anticipate that approximately 30% of those victims were not crime victims or were not in need of direct victim services, thus leaving approximately 333 victims in need of services.

The Victim Services Program, which began October 1, 2013, has been a great success. As more citizens of Cocoa are aware of the victim services the Cocoa Police Department offers, the more demand on the advocate. The Victim Advocate provides crisis intervention counseling, follow-up contact for cases, personal advocacy, criminal justice support, information and referrals to local organization and agencies, emotional support, assistance with property return, assistance with filing crime victim's compensation, assistance in filing for injunctions and accompanying the individual to court hearing(s), locating transportation, and assisting in locating translators. The victim services unit has been able to expand the types of victim/survivors provided from domestic violence, burglary/home invasion, assault/battery, child victims of physical abuse, homicide, robbery, fraud, and elder abuse to also include victims of arson, bullying, child victims of neglect and who are exposed to domestic violence and who have witnessed violence, child victims of sexual abuse or assault, human trafficking, identity theft and other financial crimes, robbery, stalking and harassment, teen dating violence and violation of court orders.

The Victim Advocate has created essential working relationships with other criminal justice agencies and local organizations. There has been a wonderful response from the citizens served through this program who would have otherwise fallen through the cracks. This program has proven to be a much -needed part of the City of Cocoa and the Police Department. The current Victim Advocate position is subject to funding availability annually.

This position will be budgeted in FY25 when the funding becomes available October 1, 2024.

The grant cycle will run from October 1, 2024 to September 30, 2025.

The OAG has previously informed all recipients of the VOCA grant funds that the total amount of funding for the Program in Florida has been reduced, by 26% in FY2023-2024 and 38% in FY2022-2023, and is slated to be reduced by another 25% for FY2024-2025. This has led to the City's awards stagnating, and beginning to decline ($118,921 for FY21/22 and FY22/23, $112,393 for FY23/24), despite a greater cost year-over-year to maintain the positions due to necessary wage increases and increasing cost of benefits.

While the reductions in our awards are less than what the OAG is seeing (5.5% vs 38%), this amount is still substantial as we still see rising costs internally. As it is now, it would take a projected $139,456 to fund both positions in their entirety in FY25. A projected 6%-10% reduction in an award this year would result in a $33,807- $38,303 shortfall (approximately 24%-27% of the total cost) that the City would need to burden.

Compared to the Victim Services Program of the past, the VOCA grant now no longer covers the full costs of maintaining the two Victim Advocate positions. The continuously-decreasing awards coupled with ever-rising costs means that the City will need to consider allocating additional funds to cover this growing shortfall to ensure the Victim Services Program can continue providing necessary advocacy and community aid to the citizens and residents of Cocoa.

STRATEGIC PLAN CONNECTION:

Operational.

BUDGETARY IMPACT:

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

There is no further budgetary impact for Fiscal Year 2024. The grant would not be awarded until FY 2025. The Police Department will budget for these funds through the normal budget process in FY2025 for council's review.

Amount Requested $ 112,393.00

Source of Funds: __X__ Grant Source:US Department of Justice VOCA Grant
A New Revenue Account will be created.

PREVIOUS ACTION:

This is the twelfth application cycle for this grant. In previous years, we have applied for funding for a victim advocate coordinator and a victim advocate. A portion of adding for a second victim advocate position in 2018 was awarded through the grant, and every year the position(s) have been funded or supplemented through VOCA. Council approved these positions in all prior fiscal years due to grant funding.

RECOMMENDED MOTION:

To provide approval for the City to apply for the Victims of Crime Act (VOCA) Grant Cycle 2023-2024, for salaries, benefits and operating costs for the Victim's Advocate Program, in order to provide victim advocate services to crime victims along with operating budget for supplies.

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Public Works	**DIVISION:** Stormwater
POINT OF CONTACT: Frank Mirabito	**PROJECT MANAGER:** Frank Mirabito
NAME OF GRANT: Save Our Indian River Lagoon (SOIRL) Program	
Assistance Listing#/CFSA#: N/A	**FUNDING AGENCY:** Brevard County
AMOUNT REQUESTED: $ 18,949	**GRANT DUE DATE:** 01/19/2023

PROJECT DESCRIPTION:

THIS FORM IS FOR INTERNAL DOCUMENTATION ONLY - STAFF DID NOT HAVE TO FORMALLY APPLY FOR THE GRANT WITH SOIRL
A Project to design a dry retention pond stormwater facility at the intersection of US 1 and Forrest Ave was approved for funding. The project is related to the City of Cocoa's Stormwater Master Plan to use a dry pond in a vacant lot to treat a drainage basin of approximately 16.39 acres of mixed-use land that is modeled to generate 219 lbs/yr of total nitrogen (TN) and 43 lbs/yr of total phosphorus (TP). Mead & Hunt's task order for Design and Permitting totaled $141,126. ARPA funded $120,000 leaving a shortfall of $21,126.

SOIRL approached staff with an offer to fund an additional $18,949. Once approved, the City's cost share will be reduced from $21,126 to $2,177.

MATCH REQUIRED: No **(IF YES, HOW MUCH :) $**	**TARGET DATE TO COUNCIL:** 03/26/2023
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:** End of project

WHAT ARE THE REPORTING REQUIREMENTS?

Quarterly progress reports, and final project completion package.

FUTURE REQUIREMENTS TO CONSIDER:

N/A

_____ Department Director

_____ Grants Administrator

_____ Deputy Finance Director

_____ Finance Director

_____ City Manager

Legislation Details (With Text)

File #:	24-153	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/19/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	

Title: Approve Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $177,844, of which the City of Cocoa will fund its pro-rata share of $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers). Approve a Resolution Amending the FY2024 Budget, BAF#24-071-IFT, to Receive Funding from the Water Suppliers and provided the 6% of City of Cocoa's Portion and Allow for the City Manager to Finalize the Accounting of this project through the BAF. Approve an Amendment to the Consultant Agreement accepting HDR's revised Rate Schedule. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
1st Amendment Contract No. RFQ-18-18-COC_partial.pdf
TO HDR 2024-02 $177,844.00 - UT-ENGIN.pdf
2024-03-13 HDR - TCR Proposal_PEER REVIEW to Water Suppliers.pdf
HDR Contract Revisions 2024 rates for PEER review.pdf
TCR-SJR Water Supply Project - Permitting Agreement Approved by Orange County BCC.pdf
Budget Resolution FY 2024-031 ADA Compliant.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 18, 2024
Agenda Date: March 26, 2024
Prepared By: John A. Walsh, P.E., Utilities Director
Through: Department Director
Requested Action:
Approve Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $177,844, of which the City of Cocoa will fund its pro-rata share of $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers). Approve a Resolution Amending the FY2024 Budget, BAF#24-071-IFT, to Receive Funding from the Water Suppliers and provided the 6% of City of Cocoa's Portion and Allow for the City Manager to Finalize the Accounting of this project through the BAF. Approve an Amendment to the Consultant Agreement accepting HDR's revised Rate Schedule.

BACKGROUND:

At the October 10, 2018 Council meeting, HDR, Inc. was selected as the consultant for the Taylor Creek Reservoir Permitting portion of the project under RFQ-18-18-COC.
At the February 27, 2019 Council meeting, Council approved Task Order 2019-01 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $3,334,652, of which the City of Cocoa will fund its pro-rata share of $200,079.12 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc.

The TCR/SJR Water Supply project is a future water supply project that involves the cooperation and collaboration of Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services through a multi-party agreement previously signed by all agencies. The first phase of this project is to prepare the permits and the necessary engineering for the long-term water supply needs of the group. The consultant selected, HDR, Inc., will prepare the necessary projections, protocols and other preliminary engineering required to obtain permits for the project.

Although a previous Task Order 2019-01 was approved on February 27, 2019, the City of Cocoa did not issue a notice to proceed or create a purchase order for HDR. A delay occurred due to funding issues and responsibilities for the existing Taylor Creek Reservoir improvements, repairs, and flowage easement areas necessary for the project to move forward. In addition, due to the time delay, the original fee schedule is out of date as well as the previously approved scope. Therefore, Task Order 2019-01 will not be issued.
The Joint Water Suppliers have agreed in order to expedite the completion of a joint funding agreement between the Water Suppliers and SJRWMD, a limited task order for the technical review of the SJRWMD 60% levy Improvements and consultant coordination are critical path items that need immediate approval. The larger scope will come back to Council for approval at a later date with updated scope and fees.
Cocoa is the Project Administrator and per the Permitting Agreement, Cocoa will be the contracting agent on behalf of all the Water Suppliers. All Water Suppliers will proportionately share the costs for the engineering services as outlined in the approved agreements and restated in the table below.

The Water Suppliers have jointly reviewed the scope of services, fee and fee schedule for the HDR work and recommend approval for the Task Order. Each Supplier will fund their respective pro rata share as further outlined in the table below for the proposed Task Order. Cocoa will invoice each supplier for their total cost share upfront to fund the task and place the funding in a separate fund until actual expenses are invoiced from HDR and those expenses are approved by the joint Suppliers.

Party	Percent	Pro Rata Share
Cocoa	6%	$10,670.64
OCU	45%	$80,029.80
OUC	15%	$26,676.60
TWA	4%	$7,113.76
ECFS	30%	$53,353.20
Total	100%	**$177,844.00**

An amendment to the original agreement will be necessary to accept HDR’s 2024 rate schedule in place of the original 2019 consultant rates. Staff Recommends approval of Task Order 2024-02 and

the first amendment to the consultant agreement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

City of Cocoa Share 6%:

Source of Funds

Amount Requested	($10,670.64)
Account Number	421-4010-536.31-00 WS0919
Account Name	Professional Services

Other Entities:

Orange County (OCU), Orlando Utilities Commission (OUC), Tohopekaliga Water Authority (TWA) and East Central Florida Services Inc. (ECFS)

OCU 45%	($80,029.80)
OUC 15%	($26,676.60)
TWA 4%	($7,113.76)
ECFS 30%	($53,353.20)
	$167,173.36

Purchase Order Amount: $177,844

Allow for the City Manager to Finalize BAF #24-071, once the Finance Director works out the correct financial accounting for this project.

PREVIOUS ACTION:

On August 22, 2017, City Council approved participation in the Taylor Creek Reservoir/St. John River Water Supply Project and a series of agreements between the City of Cocoa, Orange County, Orlando Utilities Commission, East Central Florida Services and Toho Water Authority.

On October 10, 2018, City Council approved the final ranking and delegated to the City Attorney and Staff to negotiate the scope, fees and contract terms under RFQ-18-18-COC.

On February 27, 2019, Council approved Task Order 2019-01 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $3,334,652, of which the City of Cocoa will fund its pro-rata share of $200,079.12 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc.

RECOMMENDED MOTION:

Approve Task Order 2024-02 with HDR, Inc. for the Taylor Creek Reservoir/St. Johns River Water Supply Permitting, Project No. TCR001 in the amount of $177,844, of which the City of Cocoa will fund its pro-rata share of $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreements with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers). Approve a Resolution Amending the FY2024 Budget, BAF#24-071-IFT, to Receive Funding from the Water Suppliers and provided the 6% of City of Cocoa's Portion and Allow for the City Manager to Finalize the Accounting of this project through the BAF. Approve an Amendment to the Consultant Agreement accepting HDR's revised Rate Schedule.

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PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO TECHNICAL CONSULTANT AGREEMENT
RFQ-18-18-COC
TCR/SJR PERMITTING SERVICES

This FIRST Amendment to the agreement is between the **CITY OF COCOA**, a Florida municipal Corporation ("City") and **HDR ENGINEERING, INC.** a foreign profit corporation ("Consultant").

WHEREAS, the City and the Consultant entered into an agreement on February 13, 2019 for permitting services.

WHEREAS, the Consultant is requesting a revised rate schedule.

WHEREAS, the parties desire to amend the Agreement to update and accept the revised rates.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended to update Exhibit A – Consultant's Rate Schedule as attached to this amendment.
2. All other terms and conditions of the Agreement shall remain in full force and effect, except as modified by this Amendment.
3. This Amendment shall be effective as of the date of the final signature below.

By signing below, the parties have executed this Amendment which will be effective as of the date of the final signature.

HDR ENGINEERING, INC.	CITY OF COCOA
By: Katie E. Duty (Print Name)	**By:** Michael Blake (Print Name)
Vice President (Title)	Mayor (Title)
Katie E. Duty / 03/20/2024 Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, CMC, City Clerk

CC: Jack Walsh, Director of Utilities, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

Taylor Creek Reservoir Permitting Project
Contract Rate Schedule for HDR (2024)

Contract Title (Billing)	Billing Rates
Project Principal/QC	$ 301.00
Senior Project Manager	$ 301.00
Senior Reviewer/Consultant	$ 301.00
Senior Engineer/Consultant II	$ 261.00
Senior Engineer/Consultant I	$ 230.00
Project Engineer/Consultant II	$ 204.00
Project Engineer/Consultant I	$ 181.00
Junior Engineer/Consultant	$ 136.00
Engineer-In-Training	$ 113.00
Senior Designer	$ 142.00
Senior CADD	$ 125.00
CADD	$ 97.00
Real Estate Specialist	$ 136.00
Sr. Env. Scientist	$ 170.00
Jr. Env. Scientist	$ 125.00
GIS Manager	$ 181.00
GIS	$ 136.00
Senior Communication Lead	$ 209.00
Sr. Communications Spec.	$ 136.00
Jr. Communication Spec.	$ 97.00
Website/Graphics Des. Sr	$ 147.00
Website/Graphics Des.	$ 113.00
Senior Project Controls Manager	$ 181.00
Project Controls Specialist	$ 136.00
Administrative	$ 91.00

Notes:

1. Billing rates are through calendar year 2024.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee .

4. HDR reserves the right to request rate modifications for future work orders or after 2024 under this agreement.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Technical Consulting Permitting Services for the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Projects	2024-02
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 03/19/24 City Bid Number: RFQ-18-18-COC AMOUNT: $ 177,844.00

Vendor Name: HDR Engineering, Inc Quote/Proposal Number:

Dept. Number/Division Name: Utilities

Project Name: TCR/SJR Water Supply Permitting Project Project Number: TCR001

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The scope of work defined is for the consultant to perform a Peer Review of the TCR L-73 Dam Improvements and will include Water Supplier Coordination and Updates.

The City of Cocoa will fund $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreement with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), of which the balance of the funds required will be provided.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-02

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa

Task Order 2024-___

Taylor Creek Reservoir/St. Johns River Water Supply Permitting Project

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Introduction

The City of Cocoa, Orange County Utilities (OCU), Orlando Utilities Commission (OUC), Tohopekaliga Water Authority (TWA) and East Central Florida Services (ECFS) [collectively known as the "Water Suppliers"] are working cooperatively to develop the planned Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Project in Central Florida. The TCR/SJR Water Supply Project ("Project") consists of developing an estimated 30 to 40 million gallon per day (MGD) annual average daily flow (AADF) potable water supply from the TCR utilizing watershed runoff and flow diverted from the SJR. The St Johns River Water Management District (SJRWMD) is designing and permitting improvements to the TCR L-73 Dam which includes increasing the operating level of TCR. The operating level change is a key component to provide reliability to the TCR/SJR Water Supply Project and thus the Water Suppliers have requested a peer review of the SJRWMD design.

Objective

The scope of work defined herein is for the CONSULTANT to perform a Peer Review of the TCR L-73 Dam Improvements.

Task 1 – Water Supplier Coordination and Updates

CONSULTANT will participate in three 1-hour briefings to the Water Suppliers to present an overview of the Peer review findings coinciding with the 60%, 90% and 100%. CONSULTANT will prepare an agenda and a brief overview of the review findings.

Task 2- TCR L-73 Dam Improvement PEER Review

The SJRWMD is currently designing dam improvements to the TCR L-73 which include increasing the embankment height to allow for an increased operating level to 46' NGVD. The design has reached the 30 percent milestone and is expected to reach the 60 percent milestone in April 2024. As part of ongoing discussions with the SJRWMD, the Water Suppliers have requested the CONSULTANT to coordinate and perform a peer review on the TCR L-73 Dam Improvement designs.

CONSULTANT's review will follow applicable guidance prepared by the United States Army Corp of Engineers (USACE) for peer reviews and follow the intent for Peer Reviews contained in Attachment A. CONSULTANT will prepare agendas and meeting notes for all discussions in Task 2 and document comments and resolutions in an agreed upon format.

Task 2.1 Kickoff Meeting and 60% Peer Review

CONSULTANT will meet virtually with SJRWMD to kick-off the peer review process, review the document request for 60% review and discuss expectations for all parties. Consultant will prepare kick-off meeting notes and a brief workplan for the overall peer review process.

CONSULTANT will review 60% design documents provided by the SJRWMD including reports, drawings and specifications, and submit a written comments log two weeks prior to the 60% review meeting. CONSULTANT will require all key reports developed as part of the project to complete Peer review. The 60% review meeting is expected to be 3-4 hours and in-person with location to be determined later. Within 2 weeks after meeting, CONSULTANT will submit meeting notes and updated comments log. It is assumed that SJRWMD will provide responses to review comments within four (4) weeks of receipt, and the CONSULTANT anticipates up to two (2) follow-up virtual meetings to address responses.

Task 2.2 90% Peer Review

CONSULTANT will be provided the draft 90% design package including reports, drawings and specifications by the SJRWMD. CONSULTANT will provide draft comments two (2) weeks prior to a four (4) hour in-person review meeting. Within 2 week after meeting, CONSULTANT will submit meeting notes and updated comments log. It is assumed that SJRWMD will provide responses to review comments within four (4) weeks of receipt and the CONSULTANT anticipates up to two (2) follow-up virtual meetings to address responses.

Task 2.3 100% Peer Review

CONSULTANT will be provided the 100% design package including reports, drawings and specifications by the SJRWMD. CONSULTANT will provide draft comments two (2) weeks prior to a two (2) hour virtual review meeting. Within 1 week after meeting, CONSULTANT will submit meeting notes and updated comments log. It is assumed that SJRWMD will provide responses to review comments within four (4) weeks of receipt.

Task 2 Deliverables:

- Agendum and Meeting Notes
- Peer Review Workplan
- Draft and Final Review Comment Logs
- Peer Review summary presentations for Water Suppliers

Task 2 Meetings Summary:

- Kick-off meeting (1)
- Design Review Meetings (2)
- Meeting notes from follow-up meetings

Assumptions

1. Meeting summaries and comment logs will be delivered electronically to Water Suppliers and the SJRWMD. Hard copies will be supplied when requested.
2. The SJRWMD will be available in a timely manner to meet schedule and will be prepared to respond to comment logs per the requested schedule.
3. No additional geotechnical sampling or testing will be provided by HDR to support SJRWMD L-73 improvements design.
4. SJRWMD retains the sole responsibility for the design and permitting of the TCR L-73 improvements. Attachment A further defines CONSULTANTS peer review services as well as mutual waiver of claims and consequential damages for peer review services.

5. The SJRWMD shall furnish CONSULTANT with available studies, reports and other data pertinent to the Project within 2-weeks of request, and obtain or authorize CONSULTANT to obtain or provide additional reports and data as required.
6. Water Suppliers shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform the Scope of Services hereunder.
7. Construction cost estimating or permitting services are not currently part of the task order.

Schedule

This Task Order is estimated to be completed within 12 months from receipt of notice to proceed. Schedule will be dependent on timely reviews, meetings and information obtained from the SJRWMD. Note the schedule will be dependent on the progress of the SJRWMD design, but Consultant may request a fee revision if project extends past the 12 months after notice to proceed.

Compensation

Compensation for the services authorized under this task order will be provided using the lump sum basis method as described in the TECHNICAL CONSULTANT AGREEMENT FOR TCR/SJR PERMITTING SERVICES between HDR and the City of Cocoa dated January 13, 2019, with a not to exceed fee of $177,844. Costs are summarized below by task and detailed fee descriptions are in Attachment B for HDR tasks.

Task No	Task Name	Labor	Allowance	Total
1	**Water Supplier Coordination**	**$13,378**	**$0**	**$13,378**
2	**TCR L73 Improvement Design Review**	**$157,956**	**$0**	**$157,956**
	Subtotal			
			Expenses	**$6,510**
			Grand Total	**$177,844**

Attachments

Attachment A – Peer Review Services

Attachment B – Detailed Fee Breakdown

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa	Accepted for HDR Engineering, Inc.
By _____	By _____
Title _____	Title _____
Date _____	Date _____

Attachment A – Peer Review Services

ATTACHMENT A

Peer Review Services

Fees

The parties recognize that the nature of the services during a Peer Review cannot be foreseen precisely. The parties shall cooperate to expedite and complete the Peer Review within the scope of Basic Services, if possible, consistent with this Agreement and good professional judgment and practice. If it is necessary to adjust the scope of the Peer Reviewer' or Design Engineer's services as the Peer Review progresses, then the compensation for services shall be adjusted based on this Agreement's provisions regarding compensation for Additional Services.

Principal Duties

A. Peer Reviewer shall provide a Peer Review of the design in accordance with the specific scope and purpose and at the specific stages outlined in the Task Order. Peer Reviewer's general responsibilities shall include the following:

1. Select a Team Leader to preside at meetings of the Peer Reviewer and carry out the duties of Team Leader set forth in this Agreement. When there is only one Peer Reviewer, that Peer Reviewer shall perform the functions of the Team Leader.

2. Meet with Design Engineer to become familiar with:

   a. the Project program, scope, and constraints;

   b. Design Engineer's assumptions regarding technical and statutory and regulatory requirements;

   c. approaches considered by Design Engineer;

   d. standards referenced;

   e. computer programs used;

   f. problems encountered;

   g. special solutions accomplished;

   h. additional analyses that were made that are not reflected in the Review Documents; and

   i. other matters of importance related to that part of the design to be included in the Peer Review.

3. If necessary, meet separately with individual employees of Design Engineer to confirm Peer Reviewer's understanding of the design process and the design documents and discuss any issues of interest.

B. At each specific stage at which a Peer Review is conducted, Peer Reviewer shall:

1. Review the Review Documents for compliance with the Project program and purpose as well as with accepted standards of professional and technical practices. Such review is to be for objective acceptability, and not for Peer Reviewer's personal preferences.

2. Discuss findings with Design Engineer and attempt to reach agreement on all points where Peer Reviewer recommend that the design be revised, including acceptable modifications to Peer Reviewer's own recommendations as appropriate in order to obtain acceptance by Design Engineer.

3. Recommend to Owner that its Project program be modified as appropriate to accommodate revisions agreed upon by Peer Reviewer and Design Engineer for the improvement of the Project.

4. Prepare and present a written Report of the Peer Reviewer's findings and recommendations to Owner and Design Engineer when review of the Review Documents is complete, explanation of Peer Reviewer's recommendations to Design Engineer is accomplished, and the appropriateness of revisions to the design has been agreed upon to the extent possible by Peer Reviewer and Design Engineer.

5. Cooperate with Owner and Design Engineer in determining the necessary steps to take to resolve any conflicting technical opinions between Design Engineer and Peer Reviewer, endeavoring at all times to accomplish the necessary revisions so as to minimize the Peer Review's cost and disruption of the Project's progress.

6. Inform Owner of the progress of the Peer Review, the points of agreement, the points of disagreement, the alternatives available, and the effects of each alternative.

C. In performing their tasks and functions, Peer Reviewer shall:

1. When practical, maintain confidentiality of source with respect to any information gained from separate meetings with individual employees.

2. Limit activities and analysis to those areas or parts of the Project reasonably necessary for the accomplishment of the Peer Review. Peer Reviewer shall have no responsibility to review components, elements, or aspects of the Project not covered by the scope of services.

3. Not tortiously interfere with Design Engineer's contract or business relationship with Owner.

4. In communications with the Owner, limit analysis and comments to technical issues and the content of the Review Documents, and avoid criticism or disparagement of Owner's or Design Engineer's business procedures and decisions, project management, or aesthetic choices.

5. Provide the Peer Review services as necessary for the improvement of the design, not insisting on changes that are merely personal preference, and making no misleading representations thereafter as to the value of these services or of the recommendations resulting therefrom.

<u>Professional Responsibility of Design Engineer and Peer Reviewer</u>

A. Standard of Care: The standard of care for all professional and related services performed or furnished by Design Engineer and Peer Reviewer under this Agreement will be the care and skill

ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Design Engineer and Peer Reviewer make no warranties, express or implied, under this Agreement or otherwise, in connection with any services that they perform or furnish.

B. Design Engineer and Peer Reviewer shall endeavor to reach agreement on recommended revisions to the Review Documents. If such agreement is reached, Design Engineer shall incorporate the revisions, in an original or revised form, into its design documents and thereafter continue to take full professional responsibility for the design documents as the Designer of Record; Design Engineer shall likewise continue to take full professional responsibility for the provisions of its documents that were not considered by the Peer Review or that were considered but not revised. The Peer Reviewer shall not revise Design Engineer's documents.

C. Peer Reviewer shall not become the Designer of Record for any portion of the Project. Peer Reviewer shall cooperate with Design Engineer to reach agreement, if possible, on mutually acceptable revisions to the Review Documents.

D. Owner shall cooperate with Design Engineer and Peer Reviewer to the extent consistent with the purposes of the Project to aid in mutual acceptance by Design Engineer and Peer Reviewer of recommendations, including consideration of reasonable modifications to the Project.

E. In the event that there appear to be irreconcilable differences of opinion between Design Engineer and Peer Reviewer regarding a Peer Review recommendation, Owner and Design Engineer may agree that Design Engineer will proceed with the design without accepting the Peer Review recommendation in question, taking full professional responsibility for the design. In the alternative, Owner may choose to retain independent expert advisor(s) to examine matters still at issue and make recommendations to Owner and Design Engineer for resolution. If Design Engineer accepts the expert recommendations (whether they are in accordance with original Peer Reviewer's recommendations or not), Design Engineer shall incorporate the recommendations into the design documents and take full professional responsibility for the design. If Design Engineer does not accept the recommendations of Peer Reviewer and the expert(s), Owner may either (1) allow Design Engineer to proceed without accepting the recommendations, or (2) make arrangements consistent with applicable legal, contractual, and ethical requirements for a new design professional to prepare design documents for the components or part of the Project in question. Design Engineer and the new design professional shall cooperate to the fullest extent so that Owner will receive the benefit of the portion of the original design that is not in dispute or has been revised in an acceptable way based on the Peer Review. Final design documents shall make clear the separate and distinct professional responsibility of Design Engineer and the new design professional.

Mutual Waiver of Claims Between Peer Reviewer and Design Engineer

A. The services to be provided under this Agreement are for the benefit of Owner, and not for the benefit of Design Engineer or any other peer reviewer.

B. Owner and Design Engineer hereby waive any and all claims against Peer Reviewer based on the Peer Reviewer's performance of services under this Agreement, including but not limited to claims based on Peer Reviewer's analysis, findings, recommendations, or Report concerning Design Engineer's design.

C. Each Peer Reviewer hereby waives any and all claims against Design Engineer based on Design Engineer's performance of services under this Agreement.

Mutual Waiver of Consequential Damages

A. To the fullest extent permitted by law, Owner, Engineer, and Peer Reviewer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Attachment B – Detailed Fee Breakdown

Attachment B
Taylor Creek Reservoir/St. Johns River Water Supply
Permitting Project Task Order No _____
Detailed Fee Breakdown

Sub-Task	Task	Senior	Senior					Admin	Total	Total	Total
	Description	Senior Project Manager	Senior Reviewer/ Consultant	Senior Engineer/ Consultant II	Project Engineer/ Consultant II	Project Engineer/ Consultant II	Senior Project Controls Manager	Administrative	Hours	Labor	Total
	Hourly Rate	301	301	261	204	204	181	91			
TASK 1 WATER SUPPLIER COORDINATION AND UPDATES											
1.1	Water Supplier Coordination	6	6	6	6	20	16		60	13,378	13,378
										-	-
	Task 1 Subtotal	**6**	**6**	**6**	**6**	**20**	**16**	**0**	**60**	**13,378**	**13,378**
										-	0
										-	0
TASK 2 TCR L73 Improvement Peer Review										-	
2.1	Kickoff Meeting and 60% Peer Review	12	100	100	120	10		8	350	87,060	87,060
2.2	90% Peer Review	0	60	60	80	10		8	218	52,808	52,808
2.3	100% Peer Review	0	20	20	20	10		8	78	18,088	18,088
									-	-	-
										-	-
	Task 4 Subtotal	**12**	**180**	**180**	**220**	**30**	**0**	**24**	**646**	**157,956**	**157,956**
	TASK ORDER TOTAL	**18**	**186**	**186**	**226**	**50**	**16**	**24**	**706**	**171,334**	**171,334**
	EXPENSES										**6,510**
	GRAND TOTAL										**177,844**

Taylor Creek Reservoir Permitting Project
Contract Rate Schedule for HDR (2024)

Contract Title (Billing)	Billing Rates
Project Principal/QC	$ 301.00
Senior Project Manager	$ 301.00
Senior Reviewer/Consultant	$ 301.00
Senior Engineer/Consultant II	$ 261.00
Senior Engineer/Consultant I	$ 230.00
Project Engineer/Consultant II	$ 204.00
Project Engineer/Consultant I	$ 181.00
Junior Engineer/Consultant	$ 136.00
Engineer-In-Training	$ 113.00
Senior Designer	$ 142.00
Senior CADD	$ 125.00
CADD	$ 97.00
Real Estate Specialist	$ 136.00
Sr. Env. Scientist	$ 170.00
Jr. Env. Scientist	$ 125.00
GIS Manager	$ 181.00
GIS	$ 136.00
Senior Communication Lead	$ 209.00
Sr. Communications Spec.	$ 136.00
Jr. Communication Spec.	$ 97.00
Website/Graphics Des. Sr	$ 147.00
Website/Graphics Des.	$ 113.00
Senior Project Controls Manager	$ 181.00
Project Controls Specialist	$ 136.00
Administrative	$ 91.00

Notes:

1. Billing rates are through calendar year 2024.

2. These rates do not include other direct expense costs. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work orders and City will be billed based on actual hours by category designated for an individual employee .

4. HDR reserves the right to request rate modifications for future work orders or after 2024 under this agreement.

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: August 22, 2017

Final Signature Version

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

PERMITTING AGREEMENT

This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this ____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

1. DEFINITIONS. As used in this Agreement:

   1.1 "404 Permit" means that permit issued by the United States Army Corps of Engineers pursuant to Section 404 of the Clean Water Act, Pub. L. No. 92-500, as amended, 33 U.S.C. Section 1251, et seq., as may be amended or modified from time to time.

   1.2 "Additional TCR/SJR Quantity" means an additional estimated 23.67 MGD to 33.67 MGD long-term annual average that would be available from TCR for public water use by blending water from the SJR with water contained in TCR to increase the yield and reliability of TCR upon completion of the TCR Levee Improvements.

   1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

Final Signature Version

TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT

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This **TAYLOR CREEK RESERVOIR/ST. JOHNS RIVER WATER SUPPLY PROJECT PERMITTING AGREEMENT** (Agreement) is made and entered into this _____ day of _____, 2017 among the **CITY OF COCOA**, a Florida municipal corporation ("Cocoa"), **EAST CENTRAL FLORIDA SERVICES, INC.**, a Florida corporation, ("ECFS"), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("OCU"), **ORLANDO UTILITIES COMMISSION**, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature ("OUC"), **TOHOPEKALIGA WATER AUTHORITY**, a special district created by special act of the Florida Legislature ("TWA") and **FARMLAND RESERVE, INC.**, a Utah non-profit corporation ("FRI") (collectively the "Parties" including FRI and collectively the "Water Suppliers" excluding FRI).

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   1.3 "Central Florida Water Initiative" or "CFWI" means a collaborative process involving the Department of Environmental Protection, SJRWMD, SFWMD, SWFWMD, the Department of Agriculture and Consumer Services, public water

supply utilities and other stakeholders, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.4 "CFWI Area" means all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, as further described in section 373.0465, Florida Statutes, as it may be amended from time to time.

1.5 "CFWI Plan" means the then existing Regional Water Supply Plan, approved pursuant to sections 373.0465 and 373.709, Florida Statutes, as they may be amended from time to time, by the SJRWMD, SFWMD and SWFWMD for the CFWI Area.

1.6 "Confidential Information" means any documents, communications or other information disclosed to one or more Parties by another Party in furtherance of the Parties' common interest.

1.7 "Consensus" means, (a) when applied to the Procurement Committee, the unanimous consent of all the Procurement Committee Members present at a Procurement Committee meeting, which shall be recorded in the minutes of the Procurement Committee meeting and, (b) when applied to the Parties or the Water Suppliers, the unanimous consent of all the Parties or all of the Water Suppliers, which shall be recorded in a letter agreement executed by the director or executive officer of each Party or Water Supplier, if expressly required by the Agreement or, if requested by one or more Parties or Water Suppliers.

1.8 "CUP" means a consumptive use permit under chapter 373, Part II, Florida Statutes, as amended or modified from time to time.

1.9 "Dyal WTP" means that public water treatment facility, associated infrastructure, and real property rights owned by Cocoa and located off State Road 520 in east Orange County, as may be acquired, upgraded and expanded pursuant to the General Implementation Agreement or by Cocoa separately.

1.10 "Effective Date" means the date all the TCR/SJR Project Agreements are fully executed by the parties to each contract. Cocoa shall memorialize the Effective Date and shall provide a notice of the Effective Date to all the Parties.

1.11 "ERP" means an environmental resource permit under chapter 373, Part IV, Florida Statutes, amended or modified from time to time.

1.12 "Force Majeure Event" means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Regional Permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or, (f) any other action by any third party that makes it impossible or extremely impracticable for a Party to perform its obligations under this Agreement.

1.13 "General Implementation Agreement" means Taylor Creek Reservoir/St. Johns River Water Supply Project General Implementation Agreement entered into by the Parties governing the overall development and operation of the TCR/SJR Project.

1.14 "MFL" means a minimum flow or minimum level or both established by a water management district or the Florida Department of Environmental Protection pursuant to section 373.042, Florida Statutes.

1.15 "MGD" means a flow rate measured as million gallons per day.

1.16 "NEPA" means the National Environmental Policy Act.

1.17 "NPDES Permit" means that permit issued under the National Pollutant Discharge Elimination System Program pursuant to Section 402 of the Clean Water Act, Pub. L. No. 92-500, as amended by 33 U.S.C. Sections 1251 et seq., by the Department of Environmental Protection pursuant section 403.0885, Florida Statutes, as amended or modified from time to time.

1.18 "Parties" mean OCU, OUC, ECFS, TWA, Cocoa, and FRI.

1.19 "Procurement Committee" means a committee consisting of the Project Manager and the Project Representatives appointed by the Water Suppliers pursuant to Section 5.2 for the sole purpose of selecting the technical consultant to implement the Scope of Work. Upon selection of the technical consultant, the Procurement Committee shall be dissolved.

1.20 "Procurement Committee Member" means the Project Manager or a Project Representative, when acting as a member of the Procurement Committee.

1.21 "Project Administrator" means Cocoa, who is designated under this Agreement, with overall responsibility for administering and implementing the Scope of Work.

1.22 "Project Manager" means the person or alternate designated by the Project Administrator to manage the Project Administrator's responsibilities under this Agreement.

1.23 "Project Representative" means the person or alternate, who is not a Procurement Committee Member or the Project Administrator, designated by each Water Supplier to work with the Project Manager regarding the management and implementation of the Scope of Work.

1.24 "Quorum" means, as applied to the Procurement Committee, at least three Procurement Committee Members and consistent with the applicable law.

1.25 "Regional Permits" means those state and federal permits and proprietary instruments required in order to confirm that the TCR/SJR Project is in fact capable of producing the Additional TCR/SJR Quantity and to authorize construction, operation and consumptive use of water from the TCR/SJR Project. These state and federal permits and proprietary instruments and the Water Supplier(s), who will be the permittee or holder of the proprietary instrument are more specifically identified in **Exhibit A** to this Agreement.

1.26 "Scope of Work" means the activities authorized under this Agreement, as specified in Section 4.

1.27 "SFWMD" means the South Florida Water Management District.

1.28 "SJR" means the St. Johns River.

1.29 "SJRWMD" means the St. Johns River Water Management District.

1.30 "SWFWMD" means the Southwest Florida Water Management District.

1.31 "TCR" or "Taylor Creek Reservoir" means the Taylor Creek Reservoir, an impoundment created by the construction of Levee 73 (L-73) and a water control structure (S-164) as part of the Upper St. Johns River Basin portion of the Central and Southern Florida Federal Control Project and, as of the Effective Date, impounds water on land in the upper portion of Taylor Creek and Cox Creek, tributaries of the SJR and located on lands in Orange and Osceola Counties, Florida.

1.32 "TCR Levee Improvements" means structural alterations to L-73 and associated infrastructure to allow the water level in the TCR to be raised above the regulation schedule in effect as of the Effective Date.

1.33 "TCR/SJR Project" means a regional alternative water supply project withdrawing surface water from TCR and, in the future, the SJR to augment TCR for public water supply and agricultural purposes as more specifically stated in the General Implementation Agreement.

1.34 "TCR/SJR Project Agreements" mean this Agreement, the General Implementation Agreement and those other agreements identified in Section 3.2 of the General Implementation Agreement.

1.35 "TCR/SJR Project Failure" shall have the same meaning as in the General Implementation Agreement.

1.36 "TEC" means the total estimated cost to complete the Scope of Work.

2. AUTHORITY. This Agreement is entered into by the Parties under the following the authorities:

2.1 **Cocoa.** Cocoa, a Florida municipal corporation, enters into this Agreement under the authority of its home rule powers, as well as sections 166.021 and 180.02, Florida Statutes and chapter 57-1232, Law of Florida.

2.2 **OCU.** OCU, a charter county, enters into this Agreement under the authority of its home rule powers, as well as sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a) and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

2.3. **OUC.** OUC, a statutory commission within the government of the City of Orlando, created by special act of the Florida Legislature, enters into this Agreement under the authority of sections 6 and 9 of chapter 9861, Laws of Florida (1923), as amended.

2.4. **TWA.** TWA, an independent special district created by special act of the Florida Legislature, enters into this Agreement under the authority of section 10(1), chapter 2003-368, Laws of Florida.

2.5. **ECFS.** ECFS enters into this Agreement under the authority of its corporate charter.

2.6. **FRI.** FRI enters into this Agreement under the authority of its corporate charter.

3. FINDINGS. It is hereby ascertained, determined and declared that:

3.1 The TCR/SJR Project is anticipated to provide water for public water supply and agricultural purposes. The Additional TCR/SJR Quantity is anticipated to meet a portion of the future public water supply demands of the Water Suppliers.

3.2 The Additional TCR/SJR Quantity is anticipated to meet the applicable statutory mandates with respect to general infrastructure and public water supply related elements of the comprehensive plans applicable to the Water Suppliers, as well as provide economies of scale, protect the local and regional environment, and more efficiently use, preserve, address and protect valuable local and regional water resources and advance regional comprehensive planning.

4. SCOPE OF WORK. The Parties agree the activities generally authorized by this Agreement are set forth in the Scope of Work, as specified in **Exhibit B** to this Agreement. The Agreement does not include seeking Regional Permits to authorize the withdrawal of water from the TCR/SJR Project for a quantity greater than the Additional TCR/SJR Quantity. The TEC for the Scope of Work is Six Million ($6,000,000.00) Dollars.

5. ADMINISTRATION.

5.1 Cocoa shall be the Project Administrator under the terms of this Agreement. No later than thirty (30) days from the Effective Date, Cocoa shall provide, in writing to the Water Suppliers, the name, address, phone numbers, fax numbers and email addresses of its Project Manager. Cocoa may change the Project Manager

at any time immediately by providing written notice to the other Water Suppliers.

5.2 No later than thirty (30) days from the Effective Date, Cocoa, OCU, OUC, TWA and ECFS shall each provide in writing to each other the name, addresses, phone numbers, fax numbers and email addresses of their Project Representative. The Project Representative for each Water Supplier may be changed at any time immediately upon written notice to the other Water Suppliers.

5.3 The Procurement Committee shall be formed upon identification of the Project Representatives by the Water Suppliers pursuant to Section 5.1 and shall consist of the Project Representatives and the Project Manager. The Procurement Committee shall have a Chair, who will be responsible for providing all required meeting notices, preparing meeting agendas and summaries, presiding at Procurement Committee meetings and otherwise ensuring that Committee Meetings comply with the open meeting requirements of section 286.011, Florida Statutes. Cocoa's Procurement Committee Member shall serve as the Chair. The Procurement Committee shall hold meetings on a schedule and at a location determined by the Procurement Committee, as needed to facilitate the Procurement Committee's authorized decision under Section 5.4, with an agenda the Committee chair will provide prior to each meeting. Special meetings of the Procurement Committee shall be called upon written notice from the Project Manager, or upon written notice by a majority of Procurement Committee members to the Project Manager requesting a special meeting. Meeting notice, including the time and location of the meeting, and the agenda for any Procurement Committee meeting shall be provided in writing to all Procurement Committee Members, except in case of an emergency meeting. A Quorum shall be required for all Committee meetings. The Committee Members may attend by means of telephonic communication or electronic communication media employing any form of electronic communication the Procurement Committee selects to use as

allowed by law for a board subject to the open meeting requirements of section 286.011, Florida Statutes, or successor provision. The Procurement Committee Chair shall be responsible for preparing meeting minutes.

5.4 The Procurement Committee shall convene no later than sixty (60) days from the Effective Date to develop a request for proposal for one or more technical consultants, which shall be consistent with the Scope of Work and the statutes, ordinances and rules governing procurement of consultants by Cocoa. The request for proposal(s) shall be completed no later than one hundred eighty (180) days from the Effective Date. The request for proposal shall be approved by Consensus of the Procurement Committee. Once the request for proposal is approved by the Procurement Committee, the Project Manager shall implement the procurement process according to the statutes, ordinances and rules governing procurement of consultants by Cocoa, with the exception that the Procurement Committee shall select the technical consultant and Cocoa shall be required to approve a contract with the technical consultant selected by the Procurement Committee. The technical consultant shall be selected by Consensus approval of the Procurement Committee. Once the technical consultant is selected, the Project Manager shall procure and contract with the technical consultant to implement the Scope of Work. The Project Administrator shall administer the contract(s) with the technical consultant. The Committee by Consensus may change any of the deadlines specified herein for procurement of technical consultant(s).

5.5. In discharging its responsibilities the Project Administrator shall, acting through its Project Manager:

5.5.1 Defend any challenge or protest filed with regards to procurement decisions made by Cocoa pursuant to this Agreement, including the retention of outside counsel to defend the action.

5.5.2 Prepare and execute contract(s) with technical consultant(s) selected pursuant to Section 5.4 and other professional(s).

5.5.3 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

5.5.4 On a monthly basis, provide the Project Representatives a detailed report, including any necessary backup documentation required by the Water Suppliers as to the status of deliverables and expenditures, including project schedules and expenditures for the next month.

5.5.5 Manage the review of interim and final deliverables.

5.5.6 Coordinate with the Water Suppliers at a mutually agreed upon frequency.

5.5.7 Initiate and process funding requests to the Water Suppliers for implementation of the Scope of Work; provided such costs requests are cumulatively less than the TEC.

5.5.8 Receive and account for funds received from the Water Suppliers.

5.5.9 Process and pay invoices from consultants and other professionals.

5.5.10 Propose amendments to the Scope of Work or TEC for review and Consensus approval by the Water Suppliers.

5.5.11 Submit or modify applications for the Regional Permits upon Consensus approval of the Water Suppliers. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize the Regional Permit applications and obtain the Regional Permits upon Consensus of the Water Suppliers. The Project Manager and the Project Representatives shall jointly develop the applications for the Regional Permits and any responses to requests for additional information or clarification from regulatory agencies. Upon Consensus approval of permit application information by the Water Suppliers, the Project Administrator shall have the authority to submit the same

on behalf of the other Water Suppliers and bind the other Water Suppliers to permit information and permit requirements. The Project Administrator shall not make a decision regarding the Regional Permits except upon Consensus approval of the Water Suppliers

5.5.12 Acquire real property interests, upon Consensus approval of the Water Suppliers, in the SJR intake, raw water transmission lines, the TCR discharge structure and the TCR intake structure as needed in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Any real property interests required from FRI shall be acquired according to the process provided for in the General Implementation Agreement.

5.5.13 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. Project Manager shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

5.5.14 Negotiate the terms of any Regional Permit or permit conditions with the regulatory agencies jointly with the Project Representatives, subject to the Consensus approval of the Water Suppliers.

5.5.15 Defend any challenge or protest filed with regards to any Regional Permit sought by the Project Administrator pursuant to this Agreement in coordination with counsel for the Water Suppliers.

5.5.16 Undertake legal actions, other than as described in Sections 5.5.1 and 5.5.15, as necessary to further the work authorized under this Agreement with the Consensus approval of the Water Suppliers.

5.5.17 Within sixty (60) days after the expiration or termination of this Agreement, whichever is applicable, the Project Administrator shall provide OCU, OUC, TWA and ECFS with an accounting of the expenditures of

funds and shall reimburse to OCU, OUC, TWA and ECFS any unexpended funds contributed by each Water Supplier.

5.6 Amendments to the Scope of Work or the TEC are subject to Consensus approval of the Water Suppliers.

5.7 Prior to submission of a new or modified application for a Regional Permit, a response to a request for additional information or clarification from a regulatory agency, acceptance of a proposed Regional Permit or permit conditions or the initiation of legal action pursuant to Section 5.5.16, the Project Manager shall confer with the Project Representatives and obtain the Consensus approval of the Water Suppliers.

6. FUNDING OF WORK.

6.1 The TEC for the Scope of Work is Six Million ($6,000,000) Dollars. The Water Suppliers agree to fund the TEC according to the cost share shown on the table set forth below. The amount of funding for each Water Supplier represents their expected share of the Additional TCR/SJR Quantity. Each Water Supplier's cost share amount of the TEC will be as follows:

Party	Percent	Cost Share Amount	Estimated Volume
Cocoa	6%	$360,000	2.17 MGD
OCU	45%	$2,700,000	15 MGD
OUC	15%	$900,000	5 MGD
TWA	4%	$240,000	1.5 MGD
ECFS	30%	$1,800,000	10 MGD
Total	100%	$6,000,000	33.67 MGD

6.2 All funds provided by the Water Suppliers shall be utilized exclusively for cost for any consultant or other professional retained by the Project Administrator on

behalf of the Water Suppliers and by Consensus of the Water Suppliers for costs incurred for work under this Agreement.

6.3 The Project Administrator shall invoice the Water Suppliers, when the Project Administrator incurs costs for work under this Agreement. The Water Suppliers shall make payments to the Project Administrator within sixty (60) days of receipt of an invoice from the Project Administrator. All payments made pursuant to this Agreement shall reference this Agreement.

6.4 The Project Manager and Project Representatives may decide to use information previously prepared by a consultant or entity employed by one or more Water Suppliers. In such case, the Water Supplier, who paid for such information shall be reimbursed or credited for the reasonable cost of such information pursuant to this Agreement by Consensus approval of the Water Suppliers.

6.5 Should some or all of the Water Suppliers receive funding for work authorized under this Agreement from any other local, state or federal funding source, said funds will be applied to the total cost specified in Section 6.1 to reduce the aggregate amount paid or to be paid by the Water Suppliers and each Water Supplier will either be reimbursed in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1 or have its remaining contribution balance reduced in proportion to the local, state or federal funding source applied to the total cost specified in Section 6.1.

7. DEVELOPMENT OF INFORMATION TO DEMONSTRATE NEED FOR WATER.

7.1 Each Water Supplier will gather and prepare information to support a demand or need for the Additional TCR/SJR Quantity for a requested CUP duration of fifty (50) years relevant to the Water Supplier's use of the Additional TCR/SJR Quantity. This information shall include consideration of conservation measures, reuse of reclaimed water and other factors typically taken into account by the SJRWMD in determining whether the criteria for issuance of a CUP have been

met. This information will be furnished to the Project Administrator. All costs of gathering, preparing and furnishing this information to the Project Manager and responding to questions raised by the SJRWMD regarding this information during the permit review process will be borne solely by the Water Supplier developing this information.

7.2 The Water Suppliers shall communicate with each other regarding their respective demand information and suggest to each other means by which such demand information could be improved, refined or made consistent to better support the permit application for the CUP to withdraw the Additional TCR/SJR Quantity or demonstrate compliance with the SJRWMD's applicable CUP criteria. However nothing in this Agreement shall be construed to authorize or empower a Water Supplier to oppose in any way demand information prepared or presented by another Water Supplier and no Water Supplier shall undertake any such opposition. This limitation includes providing adverse comments or information to the SJRWMD or information to the SJRWMD that attempts to counter the demand information of any other Water Supplier to this Agreement.

8. COOPERATION.

8.1 The Parties shall not submit any information to regulatory agencies that conflicts with information submitted by the Water Suppliers to the Project Manager pursuant to Section 7 or information submitted by the Project Manager on behalf of the Water Suppliers in support of any application for a Regional Permit.

8.2 As of the Effective Date, the SJRWMD has issued Cocoa CUP No. 2-095-50245-8 authorizing Cocoa to withdraw and use up to 8.83 MGD annual average from TCR. Cocoa owns, operates and maintains all facilities needed to withdraw up to 8.83 MGD annual average from TCR. The Parties acknowledge and agree that Cocoa CUP No. 2-095-50245-8 constitutes a presently existing legal use of water and therefore, Cocoa is not required to amend or modify CUP No. 2-095-50245-8 as part of its implementation of the TCR/SJR Project. Cocoa's withdrawal and use

of water from TCR pursuant to the authorization provided by CUP No. 2-095-50245-8 is not considered part of the TCR/SJR Project. The other Parties will respect and recognize Cocoa's right to use water from TCR pursuant to CUP No. 2-095-50245-8, and will take no action in implementing the TCR/SJR Project that interferes with or adversely affect Cocoa's right under CUP No. 2-095-50245-8. CUP No.2-095-50245-8 shall take priority over any future permits to withdraw water from TCR which may be issued in furtherance of this Agreement and the TCR/SJR Project so long as the conditions on withdrawals and the allocation of water granted under CUP 2-095-50245-8 is in existence on the Effective Date do not change unless pursuant to an amendment to this Agreement. Cocoa may seek to renew or modify CUP No. 2-095-50245-8 so long as Cocoa does not seek to increase its permitted allocation from TCR above the currently permitted 8.83 MGD annual average, or make other changes to CUP No. 2-095-50245-8 that would adversely affect the yield of the TCR/SJR Project, including ECFS' agricultural component.

8.3 It is understood by the Parties that as part of obtaining the Regional Permits for the TCR/SJR Project, it is necessary to show that the additional water withdrawn from TCR for the TCR/SJR Project will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Water Suppliers agree not to seek any Regional Permits that in any way would undermine Cocoa's present non-interference rights for its usage of TCR. Accordingly, as part of any Regional Permit application, data submission or hearing of any kind for the implementation of the TCR/SJR Project, the Project Administrator on behalf of the Water Suppliers will only present data demonstrating that there will not be any interference with the presently permitted use of TCR by Cocoa, as specified in Section 8.2, based on the following additional two conditions being present: (a) the TCR Levee Improvements planned by the SJRWMD are completed; and, (b) the regulation schedule for TCR is modified by the U.S. Army Corps of Engineers so that the maximum standing pool elevation of TCR is maintained at 46 feet NGVD. This

provision is premised on the continued existence of this Agreement and the other TCR/SJR Project Agreements. With respect to the Water Suppliers only, Cocoa agrees that any Regional Permits obtained under this Agreement will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2. If there is a TCR/SJR Project Failure after issuance of one or more Regional Permits, the Parties agree that such Regional Permits shall not constitute any type of legal precedent that the withdrawal of water from TCR will not adversely impact the presently permitted use of TCR by Cocoa, as specified in Section 8.2. The Parties further agree that no third party, including, but not limited to any Water Supplier that has withdrawn from this Agreement, may rely upon this Agreement or any other TCR/SJR Project Agreement or the issuance of any Regional Permit, as legal precedent that the withdrawal of water from TCR will not interfere with the presently permitted use of TCR by Cocoa, as specified in Section 8.2.

8.4 The Water Suppliers shall not submit a CUP application or otherwise seek a new or modified CUP to withdraw and use water from TCR or the SJR, other than Cocoa's, OUC's and ECFS' pending application for CUP 2-009-125333-1, OCU's pending application for CUP No. 2-095-119798-1 and ECFS' pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1, which conflict with the commitment of the Water Suppliers pursuant to this Agreement to seek a joint CUP on behalf of the Water Suppliers authorizing the Additional TCR/SJR Quantity. This requirement does not prohibit Cocoa from seeking modification, renewal or extension of CUP No. 2-095-50245-8, as specified in Section 8.2.

8.5 Cocoa, OUC and ECFS shall place its pending application for CUP 2-009-125333-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.5.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS shall withdraw their application for CUP No. 2-009-125333-1.

8.5.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, Cocoa, OUC and ECFS will follow the process set forth in Section 6.4 of the General Implementation Agreement. If Cocoa, OUC and ECFS decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then Cocoa, OUC and ECFS will be free to pursue issuance of their pending application for CUP 2-009-125333-1.

8.6. OCU shall place its pending permit application for CUP No. 2-095-119798-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional TCR/SJR Quantity.

8.6.1 Upon final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU shall withdraw its application for CUP No. 2-095-119798-1.

8.6.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, OCU will follow the process set forth in Section 6.4 of the General Implementation Agreement. If OCU decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OCU will be free to pursue issuance of its pending application for CUP 2-095-119798-1.

8.7 ECFS shall place its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 in abeyance on the Effective Date pending final agency action on a single, joint CUP filed by the Water Suppliers with SJRWMD for the Additional SJR/TCR Quantity. ECFS may submit information to the SJRWMD indicating its desire that CUP No. 2-095-115794-1 and 2-097-118375-1 be issued simultaneously with, or following issuance of, a single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. ECFS may also request the SJRWMD modify any application or proposed agency action for CUP Nos. 2-095-115794-1 and 2-097-118375-1 to have these CUPs issued for a combined volume of up to 8 MGD, annual average, and a duration commensurate with the duration of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity. Regardless of when the single, joint CUP and CUP Nos. 2-095-115794-1 and 2-097-118375-1 are issued, the Parties shall treat all three permits as having been simultaneously issued for purposes of determining their existing legal use status. The other Water Suppliers shall not object to or oppose ECFS' requests or directions regarding CUP Nos. 2-095-115794 and 2-097-118375-1 allowed under this Agreement. Nothing in this Agreement shall prevent ECFS from applying for and obtaining temporary CUPs for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use and the other Water Suppliers shall not hinder or oppose any applications for temporary CUPs obtained by ECFS for a quantity not exceeding 8 MGD annual average from TCR for agricultural water use prior to issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional SJR/TCR Quantity.

8.7.1 Upon a notice of intent to issue a permit or similar declaration of forthcoming final agency action resulting in issuance of a single, joint CUP by the SJRWMD to the Water Suppliers for the Additional TCR/SJR Quantity, OCU and TWA agree to take such actions in the administrative case proceedings identified by State of Florida Division of Administrative Hearings (DOAH) Case No. 11-003968 and SJRWMD File of Record No. 2011-48 as

necessary to allow ECFS, at its election, to obtain CUP No. 2-097-118375-1 simultaneously with, or following issuance of the single, joint CUP to the Water Suppliers for the Additional SJR/TCR Quantity and for a duration corresponding to the single joint CUP.

8.7.2 Upon final agency action resulting in denial of a single, joint CUP by SJRWMD to the Water Suppliers or issuance of a single, joint CUP for less than the Additional TCR/SJR Quantity, ECFS, OCU and TWA will follow the process set forth in Section 6.4 of the General Implementation Agreement. If ECFS decides to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then ECFS shall be free to pursue issuance of its pending applications for CUP 2-095-115794 and 2-097-118375-1 and OCU and TWA shall be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48. Additionally, should OCU or TWA decide to withdraw from this Agreement and the General Implementation Agreement or should this Agreement and the General Implementation Agreement terminate, then OUC or TWA will be free to continue their administrative challenge against CUP 2-097-118375-1 pursuant to DOAH Case No. 11-003968 and SJRWMD File of Record No. 2011-48.

8.8 In lieu of the provisions of Section 8.7, above, the Water Suppliers may decide by Consensus for ECFS to include the allocations set forth in CUP Nos. 2-095-115794-1 and 2-097-118375-1 into the single, joint CUP issued to the Water Suppliers for the Additional TCR/SJR Quantity. If the Water Suppliers so decide, then ECFS shall place its pending applications for CUP No. 2-095-115794-1 and 2-097-118375-1 in abeyance pending issuance of a single, joint CUP by the

SJRWMD to the Water Suppliers, at which point ECFS shall withdraw its pending applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1.

8.9 Individual Water Suppliers shall not submit an application for any permit that would prevent issuance of any of the Regional Permits, would cause the reduction of the amount of water allocable to the Water Suppliers in any CUP or any other applicable Regional Permit to be issued for the TCR/SJR Project, or would cause conditions to be appended to any Regional Permit that would increase the overall cost of implementing the TCR/SJR Project. Notwithstanding the foregoing and subject to Section 8.4, this Agreement shall not prevent or prohibit Cocoa from submitting any application to obtain any new permit or modification to any existing permit that may be necessary or required by law to maintain, repair or improve the operations of the Dyal WTP.

8.10 Except as authorized by Section 5.5, the Parties shall not legally challenge or support any legal challenge against any proposed or final agency action or legal instrument with regards to any Regional Permit sought by the Project Administrator on behalf of the Water Suppliers pursuant to this Agreement including, but not limited, to the single joint CUP application submitted on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity.

8.11 The Parties shall not legally challenge or support any legal challenge against any proposed or final agency action with regards to any modification, renewal or extension of Cocoa's presently permitted use of TCR pursuant to CUP No. 2-095-50245-8, as specified in Section 8.2.

8.12 The Water Suppliers shall not oppose, legally challenge or support any legal challenge against any proposed or final agency action with regards to the issuance of CUP Nos. 2-095-115794-1 and 2-097-118375-1, as long as long as these permits are issued contemporaneously with, or subsequent to, the single joint CUP requested by the Project Administrator on behalf of the Water Suppliers to withdraw the Additional TCR/SJR Quantity and ECFS does not seek to increase a

combined permitted allocation from TCR above 8 MGD annual average, or make other changes to the applications for CUP Nos. 2-095-115794-1 and 2-097-118375-1 that would interfere with Cocoa's presently permitted use of TCR, as specified in Sections 8.2 and 8.3 or that would interfere with the TCR/SJR Project; provided, however, ECFS shall provide the other Water Suppliers a copy of the modified application and supporting material at least sixty (60) days prior to filing any changes to its applications and the other Water Suppliers shall notify ECFS at least sixty (60) days after receipt of such notice of their concerns with the changes to ECFS' applications. ECFS and the other Water Suppliers may mutually agree to change the deadlines in this Section. Additionally, the Water Suppliers shall not legally challenge or support any legal challenge against any temporary CUP obtained by ECFS to withdraw water from TCR, as long as the total combined permitted allocation of all temporary CUPs from TCR is equal to or less than 8 MGD annual average.

8.13 Under this Agreement, FRI's obligation shall be limited to the following:

8.13.1 Providing information requested by the Project Manager relating to ownership of: (a) the land underlying and adjoining TCR, (b) any facility required to discharge water from the SJR to TCR; and (c) any facility required to withdraw water from TCR;

8.13.2 Providing such consent as required by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit;

8.13.3 Providing such temporary right-of-entry as needed by the Project Manager to prepare and process any application for a Regional Permit and obtain any Regional Permit; and

8.13.4 Transferring appropriate easements over any real property involving the SJR intake, raw water transmission lines, the TCR discharge structure and

the TCR intake structure, as specified in **Exhibit A** and required by the Project Manager in order to prepare and process any application for a Regional Permit and obtain any Regional Permit. Such easements shall be acquired according to the process provided for in the General Implementation Agreement.

8.14 FRI's agreements, commitments, obligations and representations under the Agreement shall run with and are appurtenant to the real property owned by FRI as described on Exhibit A of the Notice of Agreement referenced in the General Implementation Agreement and shall bind any subsequent owner of that real property owned by FRI or any portion thereof for the duration of this Agreement. Immediately upon the Effective Date, the Parties shall execute the Notice of Agreement referenced in the General Implementation Agreement. The Notice of Agreement shall be recorded in accordance with the General Implementation Agreement. The Water Suppliers agree to release their rights under this section whenever FRI conveys any interest in real property to a third party; provided, the third party agrees to be bound by FRI's agreements, commitments, obligations and representations under this Agreement, as covenants running with the property interest acquired from FRI and further agrees to recordation of a new Notice of Agreement in accordance with the General Implementation Agreement. No later than thirty (30) days after the acquisition of the final easement interests over real property required by this Agreement, or upon termination of this Agreement, whichever occurs first, the Project Administrator shall execute and record the Notice of Terminating Agreement in accordance with the General Implementation Agreement.

9. WITHDRAWAL OF A WATER SUPPLIER. At any time, a Water Supplier may, at its option and upon written notice to the Project Administrator and all other Water Suppliers, withdraw from further participation in the Agreement, as follows:

9.1 Upon delivery of the notice of withdrawal and proof of the Water Supplier's withdrawal from all the other TCR/SJR Project Agreements, the Water Supplier shall no longer have any rights of participation in this Agreement, shall notify the appropriate regulatory agencies of its withdrawal from any Regional Permits and any applications for Regional Permits obtained or applied for under this Agreement and file the necessary legal instrument confirming it no longer has any legal interest in any real property acquired pursuant to this Agreement. A withdrawing Water Supplier right to seek a CUP to withdraw water from TCR shall be governed by the General Implementation Agreement. A withdrawing Water Supplier shall remain liable for payment of its share of costs related to a contract between the Project Administrator and a third party, which has been executed by the Project Administrator prior to the Water Supplier's withdrawal.

9.2 Upon notice of the effective withdrawal by a Water Supplier from this Agreement, the Project Administrator shall discontinue all work on the Regional Permits and ask for appropriate permit review extensions, while the remaining Water Suppliers convene to discuss the continued feasibility of the TCR/SJR Project. Within ninety (90) days of receiving notice of the effective withdrawal by a Water Supplier from this Agreement, the remaining Water Suppliers will decide by Consensus whether to terminate or amend this Agreement. If the remaining Water Suppliers do not decide by Consensus to terminate the Agreement, then the Project Administrator shall move forward with obtaining the Regional Permits and the withdrawing Water Supplier's cost share percentage and amount shall be assigned on a pro rata basis among the remaining Water Suppliers excluding the withdrawing Water Supplier's cost allocation from the total, unless the Agreement is amended by the Consensus approval of the remaining Water Sup-

pliers to allocate the withdrawing Water Supplier's cost allocation in some other fashion.

10. SUBSTITUTION OF WATER SUPPLIERS AND ASSIGNMENT OF THIS AGREEMENT TO OTHER WATER SUPPLIERS.

10.1 **Substitution**. As a matter of right, a new party may be substituted for an existing Party, if the new party agrees to enter this Agreement and fully perform all obligations of the existing Party. Prior to the substitution taking effect, the existing Party must notify the other Parties in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Parties, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other Parties accept the right of first refusal of the substitution in writing within sixty (60) days, or the time period provided in the notice of substitution, whichever is longer, then the other existing Parties shall be considered to have waived their right of first refusal. The preceding right of first refusal shall not apply when one existing Party is substituted for another existing Party.

10.2 **Assignment**. As a matter of right, this Agreement may be assigned by a Party, in part, to a new party if the new party agrees to enter into this Agreement and fully perform all assigned obligations of the Party. Prior to the assignment taking effect, the existing Water Supplier must notify the other Parties in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Water Suppliers, who shall be provided at least sixty (60) days to exercise the right of first refusal. If none of the other existing Water Suppliers accept the right of first refusal of the assignment in writing within sixty (60) days, or the time period provided in the notice of the assignment, whichever is longer, then the other existing Water Suppliers shall be considered to have waived their right of first refusal. The preceding fright of first refusal provisions shall not apply when an existing Party makes an assignment to another existing Party.

11. DUTY TO COOPERATE. The Parties will work together in good faith to implement the terms of this Agreement. As part of this cooperation, no Party will independently pursue a Regional Permit outside the process described herein.

12. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

14. CONFIDENTIAL INFORMATION AND JOINT DEFENSE.

14.1 **Parties' Common Interest.** The Parties have a common interest in seeking any Regional Permit in accordance with the approved Scope of Work. To protect this common interest, the Parties shall establish and operate under a common interest arrangement concerning third party legal challenges to the issuance of any Regional Permit and any related litigation.

14.2 **Sharing Confidential Information with Other Parties.** No Party is required to, but may in their respective sole discretion share Confidential Information with the other Parties, as set forth herein. The Parties agree that any Confidential Information that would otherwise be protected from disclosure to third parties will remain confidential and protected from disclosure to any third party under the attorney-client and work product privileges, and the Parties agree that any exchange of Confidential Information is not intended to waive any attorney-client or work product privilege.

14.3 **Using Confidential Information from Another Party.** Each Party shall use the Confidential Information received from the other Party only in furtherance of the common interest of the Parties. No other rights are implied or granted under this Agreement. Nothing contained herein obligates any Party to divulge, communicate or exchange any confidential documents and/or information. All Confidential Information shall not be copied or distributed, disclosed or disseminated in any way or form to anyone except the Parties, the Parties' attorneys or the Parties' own employees, contractors, agents or consultants who have a reasonable need to know said Confidential Information, who are advised as to the confidential and proprietary nature of such Confidential Information and who shall be bound by the restrictions on use as specified in this Agreement.

14.4 **Disclosure of Confidential Information to Third Parties.** If a third party, including any regulatory agency, requests or demands by subpoena, discovery request, public records request or otherwise, any or all of the Confidential Information or any other documents or information exchanged or made available in furtherance of the Parties' common interest, each Party will notify the other Party in writing as soon as practicable. All reasonable steps must be taken to enable a Party to assert any and all applicable rights to privileges or protections with regard to such documents or information. Additionally, a Party contesting the disclosure of Confidential Information shall have the ability to seek a judicial determination preventing the disclosure of the Confidential Information before it is disclosed to any outside party. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that Confidential Information should not be disclosed, the burden of seeking a judicial determination preventing the disclosure of the Confidential Information, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim. Nothing herein is meant to contravene any applicable provision of chapter 119, Florida Statutes. To the extent that a document constitutes a public record under chapter 119, Florida Statutes, and is not otherwise exempt from production, the

originator of the document must be notified prior to or contemporaneous with the production of the document to the extent feasible. Additionally, nothing herein shall be construed to expand the scope of chapter 119, Florida Statutes, or to include documents as public records which would not otherwise be considered public records under chapter 119, Florida Statutes. Absent a judicial determination preventing the disclosure of Confidential Information, a Party complying with chapter 119, Florida Statutes, or other applicable requests for disclosure shall not be deemed to have violated this Section.

15. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of chapter 119, Florida Statutes, and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all project documents and materials that are subject to the provisions of chapter 119, Florida Statutes. Should any Party assert an exemption to the requirements of chapter 119, Florida Statutes, or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed, nor is intended to, expand the scope of chapter 119, Florida Statutes, or make into a public record a document that is not a public record under current law.

16. NOTICES. All notices provided for in this Agreement must be in writing and be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested, and the notice sent by certified mail or registered mail is received by the Party upon which notice is given, and a copy is simultaneously sent to the Party's Project Representative or Project Administrator by email. A copy shall also be sent to all other Parties by U.S. Mail and by email to the Party's Project Representatives or Project Administrator. All notices shall be delivered or sent to the Parties at their respective ad-

dress shown below or to such other address(es) as a Party may designate by prior written notice given in accordance with this provision to the other Parties. If any notice is sent by mail, it shall be deemed to be given on the third day following mailing, which is not a Saturday, Sunday or a day on which the United States Mail is not delivered:

As to Cocoa:

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

With copy to:

Utilities Director
City of Cocoa
351 Shearer Boulevard
Cocoa, Florida 32922

City Attorney
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

As to County:

County Administrator
Orange County Government
P.O. Box 1393
Orlando, Florida 32802

With copy to:

Utilities Director
Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825

County Attorney
Orange County Attorney's Office
P.O. Box 1393
Orlando, Florida 32802

As to OUC:	General Manager & CEO Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
With copy to:	General Counsel Orlando Utilities Commission Reliable Plaza 100 West Anderson Street Orlando, Florida 32802
As to TWA:	Executive Director Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
With copy to:	General Counsel Tohopekaliga Water Authority 951 MLK Boulevard Kissimmee, Florida 34741
As to ECFS:	Vice-President 4550 Deer Park Road St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314
As to FRI:	President Farmland Reserve, Inc. 13754 Deseret Lane St. Cloud, Florida 34773
With copy to:	Hopping, Green & Sams P.O. Box 6526 Tallahassee, Florida 32314

17. TIME EXTENSIONS. The Parties may by Consensus extend or change any of the deadlines specified in this Agreement.

18. WAIVER. No failure by a Party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement.

19. ENTIRE AGREEMENT. The agreements and obligations of the Parties set forth in this Agreement shall be the several, and not joint, agreements and obligations of the Parties. This Agreement, including exhibits, and the other TCR/SJR Project Agreements, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with subject matter hereof, except as specifically set forth herein. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally nothing in this Agreement is intended to change any existing agreement between the SJRWMD and any Party to this Agreement regarding TCR.

20. GOVERNING LAW AND VENUE. The Parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Orange County or Osceola County, Florida. The Parties hereby waive their right to a jury trial.

21. LIABILITY AND INSURANCE.

21.1 **Sovereign Immunity**. Cocoa, OCU, OUC and TWA intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, OCU, ECFS, OUC and TWA are not jointly or severally liable for any tort attributable to the Project Administrator and that only the Project Administrator shall be liable for any torts attributable to it for torts of its officers, agents, attorneys or employees under this Agreement, and then only the extent of the

waiver of sovereign immunity or limitations specified in section 768.28, Florida Statutes. Finally, the Project Administrator expressly agrees to indemnify and hold OCU, ECFS, OUC and TWA harmless from any injury that the Project Administrator or its officers, agents, attorneys, employees or invitees sustain while carrying out the Project Administrator's obligations under this Agreement.

21.2 **Indemnification**. All contracts and subcontracts for any work, goods and/or services must include hold harmless and indemnification provisions to protect all of the Parties in a form acceptable to the Parties. The consultant(s), sub-consultant(s) or other contractors must provide evidence of acceptable levels and qualities of insurance and of said hold harmless and indemnity prior to commencement or work and access to any of the property of the Parties.

21.3 **Insurance**. All contracts and sub-contracts for any work goods and/or services that may involve access to FRI's lands must include a requirement that the contracting entity carry insurance acceptable to FRI protecting FRI from any liability due to the contracting entity's entry upon FRI's lands. The Project Administrator must submit draft contract language containing this language to FRI to review and allow FRI thirty (30) days to review and comment on the same. If FRI submits comments, the Project Administrator shall use all reasonable efforts to incorporate FRI's comments into the contracts and sub-contracts as applicable.

22. OWNERSHIP OF MATERIALS. Ownership and copyright to all materials and all accompanying data (in all formats) used, developed or produced pursuant to work done under this Agreement is vested in the Parties. Any source document or materials developed, secured or used in the performance of this Agreement shall be considered the property of the Party from which such documents or materials originated.

23. CONSTRUCTION OF AGREEMENT.

23.1 The Parties acknowledge that each Party and its legal counsel participated in the negotiation of this Agreement. This Agreement shall be construed without re-

gard to any presumption or other rule requiring construction against the Party causing the Agreement to be drafted.

23.2 Words importing the singular number include the plural in each case and vice versa, and words importing persons include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, refer to this Agreement; the term "heretofore" means before the date of this Agreement is executed; and the term "hereafter" means after the date this Agreement is executed. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation."

23.3 Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns.

23.4 Any headings preceding the texts of the sections and subsections of this Agreement and marginal notes appended to copies hereof are solely for convenience of reference and neither constitute a part of this Agreement nor affect its meaning, construction or effect.

23.5 All Exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement. Capitalized terms used in the Exhibits hereto, but not otherwise defined therein, shall have the respective meanings assigned to such terms in this Agreement.

23.6 In the event of a conflict between a provision of this Agreement and a provision of any Exhibit to this Agreement, the provisions of this Agreement and the Exhibit shall be read as one Agreement and each provision is to be construed in harmony with the other provision to give each provision a reasonable meaning and avoid any interpretation that renders one or more provisions useless or redundant. Under the circumstances when a provision of the Agreement cannot be reconciled with a provision of the Exhibit, the provision in the Agreement shall prevail.

23.7 In the event of a conflict between this Agreement and the General Implementation Agreement, the General Implementation Agreement shall prevail.

23.8 External documents, instruments, or other writings, drafts, mediator's notes, notes of any of the Parties, or other materials produced during the TCR/SJR mediation sessions attended by the Parties shall not be used to interpret this Agreement or be used to resolve any conflict between this Agreement and any other TCR/SJR Project Agreement or instrument.

24. TERM, TERMINATION.

24.1 The term of this Agreement commences upon its Effective Date and shall remain in effect for an initial term until completion of the Scope of Work or ten (10) years from the Effective Date, whichever is less, unless renewed by Consensus of all the Parties prior to the expiration date. The initial term shall be tolled by any pending legal challenges to issuance of any Regional Permit.

24.2 Unless otherwise agreed to by the Parties, the Agreement shall terminate early, if:

24.2.1 The General Implementation Agreement should terminate; or

24.2.1 Upon Consensus of all the Parties at any time.

25. AMENDMENT. This Agreement may be amended only if all the Parties agree. Amendments must be written and be signed by all Parties.

25. COMPLIANCE WITH APPLICABLE LAW. The Parties, their employees, contractors, subcontractors and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this Agreement.

26. DEFAULT AND REMEDY.

26.1 **Default**. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation,

representation or warranty contained in or arising out of this Agreement, shall constitute a Default under this Agreement.

26.2 **Notice of Default and Opportunity to Cure**. Upon occurrence of a Default by any Party, one or more of the other Parties shall deliver written notice to the Party in Default in the manner provided in Section 16, identifying the specific nature of the Default therein. The Party in Default shall have thirty (30) days within which to cure such Default. Provided, if the Default is of such a nature that it cannot be cured within thirty (30) days, the Party in Default shall have such additional time as may be necessary to cure the Default, so long as within said period, the Party in Default commences the cure and diligently prosecutes such cure until completion.

26.3 **Remedy for Default**. For any Default not cured as provided in Section 26.2, above, non-defaulting Parties, may individually or jointly seek specific performance arising from such Default.

26.4 **Mediation**. Prior to seeking any remedy for a Default as provided in Section 26.3, a Party shall seek to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Parties a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within ten (10) days after receipt of the notice from the requesting Party, the other Parties shall, in writing, provide notice of either the selection of one of the mediators proposed by the requesting Party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting Party's receipt of the notice, the Parties shall meet for the purpose of selecting one of the mediators proposed by any of the Parties. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter under consideration. Within twenty (20) days after a mediator is named by the Parties, a time and date for the mediation shall be scheduled and documented in writing. The mediation shall be conducted ex-

peditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location of the mediator's choosing if the Parties can't agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy delivered to all the Parties.

26.5 **Force Majeure Event**. In the event that performance of this Agreement by any Party is prevented or interrupted by a Force Majeure Event, said Party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said Party is not directly or indirectly responsible therefor. Any Party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other Parties. The Parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a Party from carrying out this Agreement.

27. ATTORNEY'S FEES. Each Party shall bear its own attorney's fees, costs, and expenses in any litigation, suit, dispute, controversy, arbitration, mediation, or proceeding, including appellate proceedings involving another Party, arising out of, based on, or related to, this Agreement. This is not intended to prevent Cocoa from collecting its attorney's fees, costs and expenses to fund the Scope of Work.

28. MISCELLANEOUS PROVISIONS.

28.1 No Party shall be deemed to be an agent of another Party nor shall represent that it has the authority to bind another Party.

28.2 In computing any period of time under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday, or legal holiday, the period of time shall run

until the end of the next calendar day which is not a Saturday, Sunday, or legal holiday.

28.3 Nothing in this Agreement shall be deemed a waiver of any government Party's police powers.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the City of Cocoa, Florida

CITY OF COCOA, a Florida municipal corporation

By: _____
Henry U. Parrish III
Mayor

ATTEST:

By: _____
Carie Shealy, MMC

APPROVED AS TO FORM:

_____
Anthony A. Garganese, Esq.
City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Orange County, Florida

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs
County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Orlando Utilities Commission.

ATTEST:

ELIZABETH M MASON
Print Name

ORLANDO UTILITIES COMMISSION

By: _____
Kenneth P. Ksionek,
General Manager & CEO

Approved as to form and legality,
OUC Legal Department

By: _____

Date: 8/30/17

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Tohopekaliga Water Authority.

TOHOPEKALIGA WATER AUTHORITYT
an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

By: _____
Tom E. White, Vice Chair
Board of Supervisors

Date: August 30, 2017

ATTEST:

_____
Clarence L. Thacker, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by East Central Florida Services, Inc.

EAST CENTRAL FLORIDA SERVICES, INC.

By: _____
K. Erik Jacobsen, President

Attest: David R. Wright

Date: 8/23/2017

Approved as to Form:

_____
Eric T. Olsen, Esq.
Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by Farmland Reserve, Inc.

FARMLAND RESERVE, INC.

By: Don M. Sleight

Don M. Sleight, Chief Executive Officer

Attest: Diane Lunt

Date: 8/16/2017

Approved as to Form:

Eric T. Olsen, Esq.,
Legal Counsel

EXHIBIT A – REGIONAL PERMITS

PERMIT	PERMITTEE OR SIGNATOR
CUP – Permit to withdraw the Additional TCR/SJR Quantity from the TCR/SJR Project	All Water Suppliers.
NEPA – Determination of a documentation level class of action, Categorical Exclusion, an Environmental Assessment and Finding of No Significant Impact or Environmental Impact Statement and Record of Decision for environmental effects of TCR/SJR Project	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
ERP – Construction of SJR intake structure(s), raw water pipelines from the SJR to TCR, TCR discharge structure, and TCR intake structure(s) and associated Authorization to Use Sovereign Submerged Lands	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
404 Permit – Construction of the SJR intake structure, raw water pipelines from the SJR to TCR, TCR discharge structure(s), and TCR intake structure.	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
NPDES Permit – Discharge of SJR Water into TCR (does not encompass separate NPDES Permits for construction activities)	Cocoa, unless otherwise required by the regulatory agencies, in which case all the Water Suppliers.
Lease or Other Authorization for Use of State Lands – If the SJR intake(s) is located on the Tosohotchee State Preserve or other state owned lands.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in SJR Intake – If the SJR intake is not located on the Tosohotchee State Preserve or other state owned lands, then a legal instrument demonstrating a proprietary interest in the location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in Raw Water Transmission Lines – Legal instrument demonstrating a proprietary interest in the route of the raw water pipelines from the SJR to TCR will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Discharge Structure – Legal instrument demonstrating a proprietary interest in the location of the discharge structure on the L-73 levee or another location will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.
Real Property Interest in TCR Intake Structure – If TCR intake structure is different from the one currently owned and operated by the City or, if the existing intake structure will need to be modified, a legal instrument demonstrating a proprietary interest in the location of the intake structure on the L-73 levee will be required.	Cocoa, unless required by a regulatory agency, in which case all the Water Suppliers.

EXHIBIT B – SUMMARY SCOPE OF WORK

INTRODUCTION

The work contemplated under this Agreement is to prepare permit applications and obtain the Regional Permits for the TCR/SJR Project. The following tasks and descriptions generally describe the anticipated consulting services required under this Agreement. It is anticipated that multiple consultants that provide services including but not limited to engineering, surveying, environmental, geotechnical, hydrogeological, water quality, ground, surface and hydraulic modeling, public water supply demand projections, property acquisition, public relations, appraisal and legal services may be required.

TASK 1 – PERMIT ENGINEER REPORT TASK

In order to meet Regional Permit application requirements, the consultant selected under this Agreement shall prepare a comprehensive Permit Engineering Report. At the direction of the Project Administrator, this Permit Engineering Report shall either be a new engineering report or an update to the Preliminary Design Report completed by the Water Suppliers in 2009. In addition, to meeting Regional Permit application requirements, the Permit Engineering Report may contain additional efforts as specified under this Agreement.

TASK 2 – CUP APPLICATION PREPARATION

There are three primary demonstrations required of a CUP applicant: the use of water is needed and a reasonable-beneficial use, the use of water will not interfere with the any presently existing legal use of water, and the use of water is consistent with the public interest. The Additional TCR/SJR Quantity will be a new use from the SJR and an increase of an existing use from TCR.

The underlying concept of the CUP application process is that the Water Suppliers will provide water supply utility-specific information on their systems that is relevant to the application process relative to the conditions for issuance of a CUP with a fifty (50) year duration. The technical consultant will consolidate this information into a single body of work that represents the Water Suppliers' participation individually and as a whole. The CUP application will be compartmentalized consisting of the completed application document with supporting documents for the various demonstrations and supplemental information provided as attachments.

This task will include development of a hydrologic model, including a system operation schedule and mixing analysis for the SJR and TCR water supply to estimate the available yield and reliability of the system. The system operation schedule used in the modeling is intended to function within the constraints of the revised TCR regulation schedule and any existing MFLs on the SJR and Taylor Creek, considering the water quality of the SJR and resulting in acceptable water quality. This mixing analysis will also consider the impact of water from the SJR on the use of TCR for agricultural purposes as set forth in greater detail in Task 6 below.

It is assumed that existing documents provide much of the technical water resource evaluation information that would be required to support the CUP application. Technical documents that could be used include:

- Final and draft MFL documents on the SJR and Taylor Creek prepared by the SJRWMD Water Supply impact Study.
- SJR/TCR Water Supply Project Environmental Information Document and Preliminary Design Engineering Report (2009 EID), CH2M/PB Water Joint Venture, Orlando, Florida, September 2009
- Technical Publication SJ2006-2: District Water Supply Plan – 2005, SJRWMD, Palatka, Florida, 2006.
- CFWI Plan

TASK 3 – NEPA

A NEPA determination is triggered by major federal action. Major federal action in this context could be a major federal permit, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, or federal funding. NEPA could be triggered by a 404 Permit for improvements to the L-73 levee and expansion of the S-164 structure, a change in the U.S. Army Corps of Engineers' regulation schedule for TCR, a 404 Permit for the SJR intake structure, a 404 Permit for the TCR discharge structure, a 404 Permit for a new TCR intake structure or modification to the existing TCR intake structure, an NPDES Permit for the discharge of SJR water to TCR, or the receipt of Federal Funding. As part of this task, close coordination with the SJRWMD regarding their improvements to the L-73 levee, expansion of the S-164 structure and modification of the U.S. Army Corps of Engineers' regulation schedule for TCR is required. If NEPA is triggered, an Environmental Information Document and a Categorical Exclusion, Environmental Assessment or an Environmental Information Statement will be needed. The outcome of meetings with the U.S. Army Corps of Engineers and the SJRWMD will provide the direction needed for a NEPA determination, the level of documents needed and the integration of similar work-product by the SJRWMD and the Water Suppliers with regards to the TCR/SJR Project.

It is assumed that at a minimum an Environmental Information Document level analysis will be required. It is further assumed that the 2009 EID would be the starting point for the NEPA analysis.

TASK 4 – JOINT ERP/404 PERMIT AND AUTHORIZATION FOR USE OF SOVEREIGN SUBMERGED LAND PERMIT APPLICATION

At least one and possibly more than one Joint Application for Individual and Conceptual Environmental Resource Permit/Authorization to Use State Owned Submerged Lands/Federal Dredge and Fill Permit will be required for construction of the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure, a new TCR intake structure or modifications to the existing TCR intake structure and Dyal WTP modifications. This task may include the consideration of effects on threatened and endangered species, and historical and cultural resources.

A joint application was prepared as part of the 2009 EID. It is assumed this application would be the starting point for any joint application(s).

TASK 5 – NPDES PERMIT APPLICATION

An NPDES Permit may be needed to discharge water withdrawn from the SJR into TCR from blending differing qualities of water. This can be determined with coordination with the Department of Environmental Protection. It is assumed this determination will take into account the mixing analysis described above in connection with Task 2.

TASK 6 – LEASE OR OTHER AUTHORIZATION FOR USE OF STATE LANDS AND PROPRIETARY INTERESTS IN PROJECT FACILITIES

The ERP and 404 Permit will require ownership or control of the property on which the SJR intake structure, the raw water pipelines from the SJR to TCR, the TCR discharge structure and possibly the TCR intake structure. The 2009 Environmental Information Document/Preliminary Design Report assumed the SJR intake structure would be located on the Tosohotchee State Preserve. If that proves to be the ultimate location, then a long-term lease or other authorization from the State of Florida will need to be obtained. If an alternative location for the SJR intake structure is selected, then legal instruments demonstrating a proprietary interest in the underlying real estate will be required. Similarly legal instruments demonstrating a proprietary interest in the underlying real estate in the route of the raw water pipelines from the SJR to TCR

will be required. Since the SJRWMD has an interest in the land comprising the L-73 Levee as part of a project administered on behalf of the United States Army Corps of Engineers, a legal instrument demonstrating a proprietary interest in the location of the TCR discharge structure will be required. Finally, for the same reasons expressed with regards to the proposed TCR discharge structure, a legal instrument demonstrating a proprietary interest may need to be obtained for the TCR intake structure.

TASK 7 – JOINT USE EVALUATION

As specified under this Agreement, prepare an evaluation of the effect of the construction and operation of the TCR/SJR Project on water quality in TCR, which may include a mixing analysis for the SJR and TCR waters. As specified under this Agreement, the technical consultant will conduct this evaluation in the manner specified in the General Implementation Agreement. The agricultural water quality parameters to be considered in this evaluation are Chlorides, Sodium, Specific Conductance, Fluoride, Total Phosphorus and Total Nitrogen. This information will be used to determine any constraints on the quality of water in TCR as part of the basis for developing operating protocols that will maximize the yield of TCR for public water supply and protect the quality of water used for agricultural purposes.

As specified under this Agreement, develop plans, tools and protocols for the operation of all phases of the TCR/SJR Project to achieve the following: (a) ensure compliance with the MFLs and other constraints on the withdrawal of water from the TCR and SJR; (b) protect the presently permitted use of TCR by Cocoa, as specified in Section 8.2; (c) maximize the yield and protect the water quality of TCR for both public water supply and agricultural purposes, as specified in the General Implementation Agreement; and (d) allow ECFS for the agricultural water supply portion, and the Water Suppliers for the public water supply portion, of the TCR/SJR Project to withdraw water as frequently as possible and to the greatest extent possible to achieve the water allotments specified in the General Implementation Agreement. These plans, tools and protocols may include a system operation schedule. The technical consultant shall submit these plans, tools and protocols to the Water Suppliers for review and approval. Approval of the plans, tools and protocols shall be as specified in the General Implementation Agreement.

TASK 8 – COMMUNICATIONS AND COORDINATION

During the course of this project, regularly scheduled meetings and milestone specific meetings will be necessary to keep the team current on project events and to obtain timely interactions, input and comments on, and approval of project deliverables. For this project, monthly project meetings with the Water Suppliers should be planned.

Additionally, the project may include the following components:

- Public involvement strategy
- Outreach activities
- Media outlet list
- Property owner and interested parties mailing list
- Public involvement schedule
- Local government coordination strategy
- Public meeting strategy.

TASK 9 – REGIONAL PERMIT COMPLIANCE

In the event that a Regional Permit is issued prior to the initiation of Phase 2 of the TCR/SJR Project as described in the General Implementation Agreement, the Water Suppliers may be required to initiate compliance activities. The scope and frequency of these compliance activities is presently unknown but could include, but not be limited to, hydrologic monitoring or water quality sampling. As specified under this Agreement, the consultant will initiate and maintain compliance with Regional Permits.

RESOLUTION NO. 2024-031

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 26th day of March, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-154	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	3/19/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	***Confidential per FS 119.0725*** Authorize City Manager to execute purchase orders up to the budgeted amount to Samsara Inc, for Cloud Based Vehicle GPS location service for City of Cocoa vehicles and equipment and Authorize City Manager to execute any Change Orders that may be need for additional vehicle gateways up to the budgeted amounts. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Confidential # 4 SAMSARA 310519552795993.pdf City of Cocoa - Public Sector - Monthly (5) (1).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 15, 2024
Agenda Date: March 26, 2024
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P.E., Public Works Director / City Engineer
Requested Action:
Confidential per FS 119.0725
Authorize City Manager to execute purchase orders up to the budgeted amount to Samsara Inc, for Cloud Based Vehicle GPS location service for City of Cocoa vehicles and equipment and Authorize City Manager to execute any Change Orders that may be need for additional vehicle gateways up to the budgeted amounts.

BACKGROUND:

For the last seven years, the City of Cocoa has been using a web-based vehicle Global Positioning System (GPS) for fleet tracking of City of Cocoa vehicle & equipment and vehicle telemetric, from Samsara Networks Inc. utilizing multiyear cooperative Sourcewell Contract 020221 SA. GASB96As the total amount exceeds the City Manager's approval authority, staff is requesting approval for the City Manager to approve purchase orders for the City-wide Samsara units for FY 2024 and any change orders up to the budgeted amounts.

STRATEGIC PLAN CONNECTION:

Full Management and Accountability of City Assets

BUDGETARY IMPACT:

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

	DEPT#	DEPARTMENT NAME	CHARGE ACCOUNT	VG Units	Monthly	Annual	
2	1203	INFORMATION TECHNOLOGY	001-1203-516.56-15	1	$23	$276	
1	1600	GENERAL FUND OPERATION	001-1600-513.56-15	3	$69	$828	
3	2100	COCOA POLICE ADMIN.	001-2100-521.56-15	63	$1,449	$17,388	
4	2132	CODE ENFORCEMENT	001-2132-524.56-15	4	$92	$1,104	
5	2201	FIRE OPERATIONS	001-2201-522.56-15	7	$161	$1,932	
6	3200	COMMUNITY SERVICES	001-3200-515.56-15	1	$23	$276	
8	3510	PUBLIC WORKS STREETS	001-3510-541.56-15	12	$276	$3,312	
9	3520	PUBLIC WORKS GROUNDS	001-3520-572.56-15	13	$299	$3,588	
10	3540	FLEET MAINTENANCE	001-3540-519.56-15	3	$69	$828	
11	3560	FACILITIES MAINTENANCE	001-3560-519.56-15	13	$299	$3,588	$33,120
7	3200	COMMUNITY SERVICE BUILDING	107-3200-524.56-15	3	$69	$828	$828
12	1515	FIELD SERVICES	421-1515-536.56-15	28	$644	$7,728	
13	4010	WATER / SEWER ADMIN & LAB	421-4010-536.56-15	6	$138	$1,656	
14	4020	DYAL	421-4020-536.56-15	25	$575	$6,900	
15	4025	WATER TRANS. DIS.	421-4025-536.56-15	61	$1,403	$16,836	
16	4055	UTILITIES ENGINEERING	421-4055-536.56-15	6	$138	$1,656	
17	4120	SELLERS	421-4120-536.56-15	9	$207	$2,484	
18	4125	WFO SEWER MAINT.	421-4125-536.56-15	17	$391	$4,692	$41,952
19	3570	STORM WATER	423-3570-538.56-15	10	$230	$2,760	$2,760
				285	**$6,555**	**$78,660**	$78,660

PREVIOUS ACTION:

Approved by City Council on July 12, 2022 Agenda File 22-317

RECOMMENDED MOTION:

Confidential per FS 119.0725
Authorize City Manager to execute purchase orders up to the budgeted amount to Samsara Inc, for Cloud Based Vehicle GPS location service for City of Cocoa vehicles and equipment and Authorize City Manager to execute any Change Orders that may be need for additional vehicle gateways up to the budgeted amounts.

DocuSign Envelope ID: E90E6798-5421-4C45-9A4F-AA9EDCDA2421

Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA 94103 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: E90E6798-5421-4C45-9A4F-AA9EDCDA2421

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor will extend to the Participating Entity the return and warranty terms set forth in Vendor's Hardware Warranty and RMA Policy, subject to the related limitations set forth therein. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within 30 days of the date of delivery at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

DocuSign Envelope ID: E90E6798-5421-4C45-9A4F-AA9EDCDA2421

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. By accessing the Contract, Participating Entities agree not to file any claims or causes of action against Sourcewell, or otherwise seek to hold Sourcewell, including

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its agents and employees, liable in connection with Vendor's Equipment, Products, and Services.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Vendor will require Participating Entity's acceptance of Vendor's then-current Terms of Service. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased, provided that such termination will be effective as of the date of the beginning of the period for which funds have not been appropriated;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, and such breach continues for a period of 30 days following receipt of written notice to cure.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be

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mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement, except in the case of a merger, acquisition, or sale of all or substantially all of the assets of Vendor. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or

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oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including its agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the breach of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable to Sourcewell for incidental, special, exemplary, or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure, or the cost of substitute services. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

Vendor's indemnification and hold harmless obligations under this Section 11 and Section 13 below are contingent upon: (a) Sourcewell providing Vendor with prompt written notice of a claim; (b) Sourcewell providing reasonable cooperation to Vendor, at Vendor's expense, in the defense and settlement of such claim; and (c) Vendor having sole authority to defend or settle such claim. Notwithstanding subsection (c) of this provision, Sourcewell may employ, at its sole cost and expense, separate counsel of its own choosing, but in no event Vendor will be liable for any damages or liability arising out of Sourcewell's employment of its own counsel.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

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13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

   b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

   c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws ("IP Claim"). Vendor will have no liability under this section to the extent that any IP Claim results from: (a) modifications to the Equipment or Products made by a party other than Vendor or a party acting on Vendor's behalf; (b) the combination, operation or use of the Equipment or Products with equipment, devices, software or data not supplied by Vendor nor reasonably contemplated by this Contract; (c) a party's failure to use updated or modified versions of the Equipment or Products provided by Vendor to avoid a claim; (d) Vendor's compliance with any designs, specifications or plans provided by Sourcewell or a Participating Entity; or (e) use of the Products other than in accordance with this Contract, any additional terms agreed between Vendor and a Participating Entity, or any

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documentation provided by Vendor. Vendor's indemnification and liability obligations to a Sourcewell Participating Entity will be as set forth in Vendor's Terms of Service, subject to the limitations set forth therein.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising or marketing campaigns with Participating Entities regarding Vendor's Sourcewell Contract must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

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17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.

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Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

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$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities that place orders with Vendor, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
Jeremy Schwartz
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By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

4/1/2021 | 1:57 PM CDT

Date: _____

Samsara Inc.

DocuSigned by:
Adam Eltoukhy
022A22405912470...

By: _____

Adam Eltoukhy

Title: VP & General Counsel

4/1/2021 | 12:47 PM PDT

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

4/1/2021 | 7:57 PM CDT

Date: _____

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RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Samsara Networks Inc
Does your company conduct business under any other name? If yes, please state:	Samsara
Address:	1990 Alameda St 5th Floor San Francisco, CA 94103
Contact:	Brian Glowiak
Email:	brian.glowiak@samsara.com
Phone:	860-680-2388
Fax:	860-680-2388
HST#:	47-3100039

Submission Details

Created On:	Friday January 08, 2021 12:36:01
Submitted On:	Tuesday February 02, 2021 15:13:45
Submitted By:	Hannah Bennett
Email:	hannah.bennett@samsara.com
Transaction #:	9af6e246-5365-482f-a9fd-4c3e157b3b47
Submitter's IP Address:	52.119.119.247

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Samsara Networks Inc.	*
2	Proposer Address:	Samsara Networks Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA, 94103	*
3	Proposer website address:	www.samsara.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Adam Eltoukhy, VP & General Counsel 1990 Alameda Street 5th Floor San Francisco, CA 94103. adam.eltoukhy@samsara.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Glowiak, Regional Sales Manager, Public Sector 1234 Samsara Miami, FL 33101 Brian.Glowiak@Samsara.com 860-680-2388	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Courtney McGowan, Director, Public Sector 1234 Samsara Miami, FL 33101 Courtney@Samsara.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Samsara is the global leader in Industrial IoT. Our mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Samsara's portfolio of complete Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Since Sanjit Biswas and John Bicket founded Samsara in 2015, the company has grown to over 1400 employees with major offices in San Jose, Atlanta, and London with headquarters in San Francisco and today we serve over 24,000 customers across diverse industries, including transportation, logistics, field services, passenger transit, waste management, food and beverage, oil & gas, utilities, construction, state and local gov, and manufacturing. Our core company values are 1. Obsess over customers 2. Adopt a growth mindset 3. Build for the long term. Samsara is a privately held company led by Sanjit Biswas, CEO & Co-Founder, and John Bicket, CTO & Co-Founder, both of whom sit on the Board. Sanjit and John are joined on the board by Marc Andreessen, Founding Partner, Andreessen Horowitz, and Hemant Taneja, Managing Director, General Catalyst. Prior to Samsara, our leadership team worked together for over a decade. The Samsara leadership team previously founded Meraki (now part of Cisco Systems), the cloud-managed networking leader that powers over 2 million networks worldwide. Much of our expertise in building large-scale cloud systems, obsessing over customer feedback to quickly innovate and grow our solutions, security, simplicity, ease of use, etc. carried over to Samsara and contributes to our explosive growth, success, and leadership in this space. Samsara's full executive team can be viewed here at https://www.samsara.com/about Samsara's core competencies include vehicle telematics, driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls - all in an integrated, open, real-time, cloud platform. We have one of the strongest engineering teams in the world and are unparalleled in our ability to hear a customer problem statement and then design and build advanced technology as a solution fit. In the past year, we've doubled our customer and employee base and launched in 10 new countries. Most importantly, we are continuing to invest heavily in innovative and cost-effective ways to help our customers increase the efficiency, safety, and sustainability of their operations while also helping them meet and exceed the expectations of the customers and citizens they serve.	*
8	What are your company's expectations in the event of an award?	In the event of an award, Samsara's expectations are to enable our Public Sector sales teams to help our prospective customers take the easiest path to purchase through this contract. As stated in the pre-bid meeting by Sourcewell representatives, being able to leverage the Sourcewell contract is a massive benefit to all parties involved and can save months of time and effort as compared to going through a full RFP process with each and every city/county/state. This especially rings true in the current environment we have all been exposed to in the wake of Covid-19. Early retirements, furloughs, hiring freezes, etc., are all challenges we've seen in the market and it's become more difficult for agencies to find the time and resources to go through a true internal RFP process. Additionally, Samsara is very excited at the potential to be a part of Sourcewell's approved contract because there have been times where our sales team has had the request to use Sourcewell to purchase Samsara, however, we have had to use other cooperative contracts to earn their business to bypass an RFP. Sourcewell is typically the first contract that is mentioned in our discussions and we would love to leverage this as it seems to be the preferred option for many of our customers in the Public Sector.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find Samsara's Dun & Bradstreet report attached. Samsara has raised over $930 million in equity financing to date, most recently raising $400 million in May 2020 at a $5.4 billion valuation, and Samsara maintains sufficient capital to provide services to its over 20,000 customers. Samsara is also number 25 on the Forbes Cloud 100 list (https://www.forbes.com/cloud100/#369e41325f94) and number 4 on the LinkedIn Top Startups List for 2020 (https://www.linkedin.com/pulse/linkedin-top-startups-2020-50-us-companies-rise-jessi-hempel/) We would be happy to provide more information on a call, if desired.	*
10	What is your US market share for the solutions that you are proposing?	Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries.	*
11	What is your Canadian market share for the solutions that you are proposing?	Samsara has secured the title of the fastest-growing fleet technology company in the industry, with over 20,000 customers of different sizes and industries, including throughout Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Samsara would be best described as a SaaS provider. Samsara makes builds and designs all of its own hardware (gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members. Samsara sells its products mostly directly by our own sales team, and also through multiple partners with varying geographic coverage. These partners are external third parties and are not Samsara employees.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Samsara is registered on the FMCSA's ELD list.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Samsara Networks Inc. nor its subsidiaries have been suspended or debarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Please find below a list of awards and certifications: - 2019 LinkedIn Top Startups - #3 - 2019 Cloud 100 - Forbes - 2019 Top Startup - LinkedIn - 2019 International Business Awards - Company of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver), Hardware Networking for CM32 (Gold), IoT Analytics Solution for CM32 (Bronze) - 2018 Top CEO, Sanjit Biswas, Small to Medium Business - Glassdoor - 2018 Top Startups - LinkedIn 2018 American Business Awards - New Product of the Year in Transportation (Gold), Most Innovative Tech Company of the Year (Silver) - 2018 People's Choice American Business Award - B2B Products 2018 Internet of Things 50 - The Channel Co CRN Top 10 Fleet Management Solutions Providers 2017 - Logistics Tech Outlook 20 Fastest-Growing IoT Companies - Insight Success Magazine - 2017 Emerging Vendors - The Channel Co CRN	*
17	What percentage of your sales are to the governmental sector in the past three years	2%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA, PEPPM, MAPC. The annual sales volume for these contracts is $1,207,982.66.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have GSA contracts with entities from cities or counties from the following states: Florida, Texas, California, Georgia, South Carolina, Colorado, and Virginia. The annual sales volume for these contracts is $1,207,982.66.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Brad Salazar	720-865-3905	*
City of Sacramento	Mark Stevens	916-808-5869	*
City of Tallahassee	David Nichols	850.891.5238	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
[Confidential]	Government	Florida - FL	Vehicle Gateways, Unpowered Asset Gateways, Environmental Monitors, Street Sweeper Tracking	$1.76M	$1.05M	*
[Confidential]	Government	Massachusetts - MA	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking	$2.78M	$1.66M	*
[Confidential]	Government	California - CA	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Unpowered Asset Gateways (AG46)	$2.78M	$1.66M	*
[Confidential]	Government	Colorado - CO	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Environmental Monitors (EM21), Snow Plow/Spreader Tracking, Sweeper Tracking	$3.15M	$781K	*
[Confidential]	Government	Colorado - CO	Vehicle Gateways (VG34), Powered Asset Gateways (AG26), Dash Cams (CM32), Snow Plow/Spreader Tracking	$1.9M	$400K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Samsara is broken down into separate business units - Fleet, Industrial, and Connected Sites. On the Fleet side, we have 122 Account Development Representatives, 229 Account Executives, and 28 Regional Sales Managers. On the Industrial/Sites side, we have 9 Account Executives and 1 Regional Sales Manager.	*
24	Dealer network or other distribution methods.	Samsara has over 100 partners, referring to those who are qualified to resell our product, across all business units (fleet, industrial, connected sites). These partners are not employed by Samsara, nor are they required to submit a certain number of leads/generate a certain amount of revenue per quarter. Our most successful partners (i.e. CDW), fall under the "IT systems distributor" industry. We don't have a geographical hub for our partners- we have one in just about every state, distributed evenly across the US.	*
25	Service force.	As of January 2021, Samsara's Technical Support team has 82 team members located within the US, and 3 in the UK. Of the 82, 59 are full-time employees, and the remainder are contractors. In 2020, Samsara was extremely proud to achieve a less than 5 minute wait time to connect with a customer service representative. For the majority of the year, this was actually less than 1 minute.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Samsara provides its customers with 24/7 service via phone, email/case, and webchat. Response time capabilities (SLA's) and commitments can be found here: https://www.samsara.com/hosted-software-sla Contacting support can be found here: https://www.samsara.com/support/contact Training Webinars and Videos can be found here: https://www.samsara.com/support/training	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Samsara is fully capable and willing to provide products and services to Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no areas of the United States or Canada in which we would not be serving through the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Samsara is well equipped to provide its services across all industries and sectors. Samsara has a global presence and there are no sectors in which we would not be serving through the proposed contract. There are no existing contracts which would limit our ability to promote another contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no additional contract requirements or restrictions that would apply to participating entities in HI, AK, or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our strategies to promote new offerings typically include blog posts, development of sales assets, updates on social media, emails to customers, and press outreach as appropriate. We'd like to partner with Sourcewell to finalize the messaging, scope, and timing of joint marketing activities. Examples of materials from a recent promotion include the links below (also attached as a PDF to this submission): - Launched blog post: https://www.samsara.com/blog/samsara-and-edulog-announce-integrated-solution-for-student-transportation - Press Coverage: https://stnonline.com/industry-releases/samsara-and-edulog-announce-integrated-solution-for-student-transportation/ - Case Study: https://samsara.showpad.com/share/zBtWW5Dd7DDoA5Q2ZkHGr	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Samsara carefully monitors performance on our own domains, email, social media channels, and paid channels. We gather data across every stage of our customers' journey and establish internal benchmarks to ensure that we're optimizing and improving our performance. Examples of our approach include: - Search engine optimization; ensuring that webpages and written content include top-performing keywords relevant to our solutions - Website analytics; adjusting content and performance to minimize bounce rate & increase traffic - Social media; monitoring engagement with posts on LinkedIn, Facebook, and Twitter. Use of targeted ads to engage with prospects. - Email; we monitor delivery success rates, unsubscribe rates, open rates, and click rates to maximize messaging impact while minimizing reader fatigue	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We are happy to work with Sourcewell to determine a mutually beneficial co-marketing plan. When it comes to integrating Sourcewell-awarded contracts into our sales process, there are two approaches: - If we are speaking with a client who is already on the Sourcewell membership list, we will be certain to promote our contract with that client. - If we are speaking with a client who does not yet procure through Sourcewell, we can provide collateral to our sales teams to educate those clients about Sourcewell. We are happy to share Sourcewell-provided resources about the benefits of purchasing through the cooperative.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do have an online webstore, but as of now, its use is limited to our existing customers. The webstore can be used for replacement hardware, accessory and cable transactions for all customers. Only certain customers can utilize the webstore for additional net-net purchases. Our existing governmental and education customers can use our webstore in the same manner as above.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Samsara utilizes the Train the trainer approach, and in most deployments, we provide 6 deep drive instructor-led trainings in a virtual format covering the following topics:
		
		- Admin Dashboard Settings Training
		- Admin Dashboard Functionality Training
		  - Safety for Dash Cams Overview
		  - Admin Driver App
		  - Admin Fleet App
		  - Routes, Dispatching, and Workflow Overview
		  - Maintenance Overview
		
		We also have a library of On-demand training videos available 24/7 via the Samsara dashboard itself available to all the customers at no charge.
		
		With every deployment, each Samsara customer will always receive 24/7 customer support (phone, email/case, chat), on-demand access to the Samsara Training Center, and access to the online knowledge base.
		
		Service and Support Benefits such as Pre-Sale Pilot Management, Tailored ROI Analysis, Consultations, Setup & Configurations, Implementation Kick Offs, Plans, and Workshops, End-to-End Program Management, Business Reviews, Dedicated Technical Account Managers, and more are all offered and are based on overall annual spend. The abovementioned additional services are included for Samsara customers at no additional cost as their annual spend meets the required threshold.
			*

37	Describe any technological advances that your proposed products or services offer.	Samsara's mission is to increase the efficiency, safety, and sustainability of the operations that power our economy. Our complete portfolio of Internet of Things ("IoT") solutions combine hardware, software, and cloud to bring real-time visibility, analytics, and AI to operations. Today, over 20,000 customers around the world -- from state and local governments to schools and Fortune 500 enterprises -- use Samsara to simplify their operations, consolidate vendors, prevent accidents and increase overall safety, automate manual processes, and improve real-time visibility across multiple departments, sites, agencies, and more. Samsara's growing suite of solutions includes vehicle telematics, driver safety, mobile workflow and compliance, asset tracking, smart cameras, and industrial process controls - all in an integrated, open, real-time platform. Customer feedback is at the center of our product development process. In 2020 alone, Samsara launched more than 200 product updates to help customers adapt to new operational challenges. All of these new features and functionalities were pushed to our customers free of charge and over the air. This is a huge differentiator with Samsara; we do not try to nickel and dime our customers with increases in pricing when new features are rolled out. If our customers have the hardware that supports our new features, they simply get these free of charge and can choose to use or not use them at their leisure. For example, in late Winter 2020 (March), all of Samsara's customers who had previously purchased our Dashcams were automatically eligible to use a plethora of new A.I. features free of charge. All they had to do was turn on a toggle with a simple click in their dashboard and they could immediately access features like distracted driving detection (texting, smoking, eating, looking away from the road), tailgating, forward collision warnings, rolling through stop signs and red lights, seatbelt usage, mask-wearing policies, among other items. While many of our customers were already using these Dashcams (CM31 & CM32) for well over a year, they were ecstatic to be able to leverage all of our new features without paying additional yearly fees, and without needing to replace any hardware or do any additional work from on their end. This is what our customers come to expect over time with Samsara and is what we strive to deliver. The following link is also a part of Samsara's submission as a PDF document: https://www.samsara.com/blog/favorite-product-updates-2020	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	A core value of ours is building for the long term, and sustainability is a key part of that. We are committed to building best in class products that help our customers reduce their environmental footprint, and we have the same goal for our own business practices. Customer examples are annual reductions in fuel of over $40m per annum across our customer base due to eco-drive initiatives and reductions in idle times. We also have also made a big investment in capabilities to manage EV fleets and their unique challenges. Samsara has published an internal page for "green" initiatives. This page includes links for environmental groups to support/donate, various Earth Day projects/ideas, and other environmentally related topics. Furthermore, the Samsara recognition platform allows employees to accrue points and donate directly to agencies such as The Nature Conservancy and Greenpeace. In addition, Samsara offices in CA are Cal Green, SF6 and SJ1 are LEED certified, Samsara’s Workplace Design and Build Guidelines call for high-efficiency lighting and power systems, sustainable materials and locally-sourced materials when available.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Samsara is proud to be recognized as a leader in sustainability. In 2020, Samsara was honored by the Business Intelligence Group as a company that has made sustainability an integral part of its business practices. More can be read below and here - https://www.bintelligence.com/sustainability-awards The most precious asset all businesses share is our Earth. The efforts individuals and businesses make to sustain this vital resource is not only necessary, but it also makes good business sense. Seeking recognition for your Earth-friendly work is also smart business. We applaud you for taking the first step in setting your business apart from your competitors. The Sustainability Awards program provides the opportunity for your organization to receive global recognition by a panel of volunteer judges who themselves are leaders and experts in business. The Sustainability Awards will honor those who have made sustainability an integral part of their business practice. We welcome nominations from businesses of all sizes, locations and maturity. We offer increased exposure for the exemplary accomplishments of leaders, initiatives and organizations working to reduce the impact of their business on our environment.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Samsara does not hold these certifications.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products. In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We're constantly listening to what our customers are asking for, and have also since developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if needed if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people and movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish, at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Samsara Hardware Products that require a valid license to function shall come with a warranty that lasts for as long as you maintain a valid license for such Hardware. During the warranty period, Hardware exhibiting material defects will be replaced. More information on the Hardware warranty can be found here: https://www.samsara.com/support/hardware-warranty Labor is not included in the product warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. If there is an issue with any of our products and it is covered under warranty, Samsara will overnight a new device to the customer and our products are extremely easy to install so the great majority of our customers will simply swap out the products themselves.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada in which Samsara can send our certified installers, however, as previously mentioned the installation is not covered in the warranty, only the product itself is. Our products are designed to be extremely easy to install, everything being plug and play. If Samsara provides the initial installation, it is expected we will be training existing employees how to do what is typically a 10-minute simple process for installations or replacements. Very little vehicle or technical knowledge is needed to do the majority of our installations/replacements.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No. All products mentioned in this proposal are built by Samsara employees and this unique approach is a differentiator because we create and build all of our own hardware and software. We do not rely on other manufacturers' hardware as part of our offering. Because of this, Samsara is able to offer seamless, plug and play integration of all of our products which relays back to a simple, intuitive, dashboard where our customers have a true 360-degree view of their operations.	*
47	What are your proposed exchange and return programs and policies?	Samsara offers a no-questions-asked return policy up to 30 days post purchase as outlined in the Samsara Hardware Warranty & RMA Policy, found at https://www.samsara.com/support/hardware-warranty. During the hardware warranty period, devices exhibiting material defects will be replaced pursuant to the RMA process outlined in the Hardware Warranty & RMA Policy	*
48	Describe any service contract options for the items included in your proposal.	All product update releases are performed over the air without any interruption to our customers' service. Samsara's Hosted Software runs on a scalable and redundant cloud computing infrastructure used by the world's largest enterprises. Samsara's distributed software architecture spreads computation across multiple physical servers and replicates stored data across multiple physical storage devices. As a result, no single hardware failure can affect service availability and because of this we are pleased to offer our customers a 99.99% uptime SLA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Samsara can provide monthly, annual, or upfront payment options pending internal credit review of the participating entity.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Samsara will handle the complete order process from start to finish including quoting, processing, shipping, invoicing, product activation, implementation, and customer support. With each Samsara order from our customers, deliveries for our hardware are typically made within 3 business days of the signed quote or purchase order being received. In the past in order to procure Samsara via Sourcewell, Samsara has relied on 3rd party companies who have an existing relationship with Sourcewell. In the near term, there will still be some entities who continue to choose to use our 3rd party providers to procure Samsara (i.e. via CDW). However, if awarded, going forward we will be looking to sell Samsara directly off the Sourcewell contract versus leveraging 3rd party providers. The benefit of being able to purchase Samsara directly off the Sourcewell contract versus going through a 3rd party benefits the customer first and foremost because this will zero-out the reseller fees typically associated with procuring Samsara through a 3rd party. In this event, Samsara would be fully capable of providing quarterly sales to Sourcewell as described in the contract template because we would control access to this data rather than it going through our dealer network. In the event our dealer network processes a Samsara purchase order, the typical workflow for this is the end customer will cut a PO to the reseller dealer network and this would trigger a payment to Samsara from the reseller/dealer. Upon receipt, Samsara will release the shipment and provide tracking information to the appropriate point of contact. In this instance, the dealer network would process the Sourcewell participating entities' purchase orders.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card transactions through a secure checkout link that can be provided by an account manager, or via the Samsara online web store which our customers can access directly from their dashboard. All credit or debit cards used will automatically have a 3% processing fee attached to them, and this fee is only applicable to this payment method. Other payment methods such as check, wire, ACH transfers, will not incur any processing fees.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Samsara offers line-item discounts on a case by case basis. Typical considerations when offering line-item discounts include overall size and scope of the project, ability to pay upfront in full versus annual or monthly, and a customers' openness to partner with Samsara on things like case studies, video testimonials, webinars, or being a reference to other similar entities. Please see attached for list pricing as well as the Sourcewell discounted price within the excel pricing document. Within the excel pricing document, we wanted to make it clear which line items represent a one-time cost or product replacement cost versus an annual recurring cost for licenses/software charges. Column J shows this designation, please let us know if you have further questions there. Samsara does not charge for hardware during an initial contract, and the hardware is covered under full warranty for the duration of the time a customer is actively paying for the software license associated with that hardware. In the event a piece of hardware would not be covered under warranty (i.e. a driver deliberately scratched the lens of a camera) we would use the one-time/replacement cost in order to have that hardware replaced. Our most up to date warranty information can be found at https://www.samsara.com/support/hardware-warranty	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Samsara is offering a 5% discount to MSRP pricing for Sourcewell entities wishing to leverage their existing Sourcewell relationship to purchase Samsara. Please see the attached master price list for these prices. Note this is simply the starting point from a pricing perspective. Sourcewell entities would be eligible for deeper discounts depending on their total rollout, scope, and other items determined during the sales cycle.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts are given to our customers, on a case by case basis, and can be discussed in further detail as interested agencies begin to inquire what a Samsara deployment might look like in practice for their particular scope and delivery. Quantity and volume discounts would be discussed with an Account Executive or Regional Sales Manager during the purchasing process.	*
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Samsara offers a robust marketplace highlighting pre-built integrations that our customers can take advantage of at no additional cost from Samsara. In some instances, the partners listed on our marketplace may have their own fees associated with certain integrations, however, Samsara does not charge extra for an existing pre-built integration. In the event a customer wants to explore building a new integration, a quote will be supplied for each such request and cost shall be determined on a case by case basis. This also could be a custom success or support program that a customer might request above and beyond our typical implementation and success programs. Anything in this capacity would be reviewed by our respective teams in conjunction with the customer to determine the overall effort and cost needed to satisfy the request on a case by case basis. With regard to installations, the majority of Samsara's customers choose to self-install as our products are extremely easy to use and are plug and play right out of the box. An installation of a Vehicle Gateway and Dashcam could take as little as 10 minutes. In the event a customer requires an installation, Samsara has a network of certified installers who can be leveraged for these instances.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	- Applicable taxes - Shipping & handling - Installation (if applicable) - Most Samsara customers perform their own installations as our products are designed to be "plug and play" right out of the box. For those customers who choose to not self-install, Samsara has a network of certified installers who will work with Samsara and the customer to scope out the project in its entirety and then provide a detailed implementation plan tailored to that particular install. No installation is the same and therefore the cost of installation will vary on a case-by-case basis. - Custom integrations not already covered at no additional cost: see samsara.com/marketplace	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Samsara uses FedEx Freight for shipping and this is a separate cost required to be paid by the customer in addition to the products and services purchased. The process is as follows: - Customer sends final vehicle and asset lineup to Samsara - Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order. - All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada, Mexico, and EMEA would follow the same process as listed in Table 11, Question 6, which is also listed below: - Customer sends final vehicle and asset lineup to Samsara - Samsara Order Operations will retrieve the cost of shipping from FedEx Freight to be added to the quote based on the size and destination of the order. - All shipments are FOB origin, freight is pre-paid and added to the Customer's invoice.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In line with Samsara's first-class customer support experience, our customers appreciate how we take feedback seriously and ensure quick resolution to potential issues that may arise. In the event a piece of hardware is not properly functioning, Samsara will overnight a replacement unit and send a free return shipping label for the malfunctioning unit. This is offered to all of our customers and their feedback is extremely positive for this, considering most did not receive this type of service with their previous vendors.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing provided in this submission represents a 5% discount to MSRP for what Samsara typically offers as its starting point with government, education, and non-profit organizations. Deeper discounts will be available to participating Sourcewell entities based on the size and scope of their desired rollout.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	If awarded a Contract, Samsara will leverage its business systems to track sales with Participating Entities under the Contract to satisfy quarterly reporting obligations and remittance of the administrative fee. Samsara has experience with such reporting for similar contracting vehicles (e.g., GSA).	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Samsara agrees to pay Sourcewell a 2% administrative fee of total sales for facilitating, managing, and promoting the Sourcewell Contract in the event we are awarded a Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Samsara is an integrated platform that improves safety and increases efficiency and sustainability for operationally complex businesses, governments, and other entities. We connect data points from sensors and cameras (all built in-house by Samsara) across our customer's operations (ie: fleet, worksites, and infrastructure) with AI-powered, secure, cloud-based software. Because Samsara is unique in having developed and built all of our hardware and software in-house, State and Local agencies, as well as schools and Universities, are choosing our platform because we help consolidate their vendors and move them to a simple, intuitive, powerful platform all in one pane of glass. This is true across the rest of our business units as well. What used to take perhaps 3 vendors (one for AVL/GPS, another for assets/maintenance, another for dashcams/safety) now can be done with one company at a best-in-class level across all products.
		
		In addition to our Fleet business, we're also helping our customers monitor their remote sites, wells, pumps, and other locations that can reduce the need for manual check-ins with our Industrial Gateways. We have also developed another product called Site Visibility which can quickly bring all of your existing camera streams directly into your Samsara Dashboard by utilizing the existing camera equipment which has already been paid for. For example, if a state, city, county, school district, university, or any organization already has security cameras installed throughout their operations today, there's a great chance they can pull in those camera streams directly into Samara without needing to replace any existing infrastructure - a true game-changer for any organization who wants to bring real-time visibility from their vehicles and sites into the same dashboard. We also can provide our own security cameras if the system needs a full replacement. Because all camera streams can run through our platform, we can layer our A.I. on top of the stream within our Dashboard which unlocks alerts, notifications, people & movement detection, and much more. Curious to see who was the last person who walked through your facility with an orange shirt on? You can find this footage with just a few clicks and in a matter of seconds. Samsara is much more than just a GPS or AVL provider, it is a platform where our customers can start slow and grow into our products and services from whatever starting point they wish and at their own pace. Samsara is often chosen because our customers know we are a tech company, first and foremost, that can move quickly and take feedback seriously to make the overall product better based on real-world problems our customers are sharing with us.
		
		Samsara's offerings within in this proposal include vehicle telematics (everything from AVL to preventative maintenance to vehicle inspections and more), driver safety, asset tracking, mobile workflow, remote site visibility, and industrial process controls. All products can be included in an integrated, open, real-time, cloud platform. Samsara is offering products and services that span the following (please see attached master product list and product specification sheets for detailed information on pricing and capabilities):
		
		Fleet
		- Telematics
		  - Real-time GPS Fleet Tracking
		  - Fuel & Maintenance
		  - Trailer Tracking	

- Reefer Monitoring
- Equipment (powered and unpowered) Tracking
- Electric Vehicles

- Safety and Cameras
  - A.I. Dashcams
  - Driver Safety Programs
  - Coaching Workflows
  - Safety Event Review
- Connected Driver
  - Driver Workflow
  - Custom Documents
  - Messaging
  - Routing & Dispatch
  - Compliance
  - Driver Vehicle Inspection Reports (DVIR)
- Platform & Partnerships
  - Single Vendor Platform - consolidate and simplify your operations and vendors into one platform
  - App Marketplace - pre-built integrations with Samsara and your 3rd party apps
  - Experts Marketplace - get help from our verified integration and implementation experts
  - OEM Telematics - integrations with industry-leading OEMs such as John Deere, Caterpillar, Ford, International, Volvo, Mack
- Industry-Specific Solutions
  - Transportation & Logistics
  - Food & Beverage
  - Construction
  - Higher Education
  - K-12 School Transportation
  - State & Local Government
  - Passenger Transit
  - Field Service Fleets

Infrastructure

- SCADA - Samsara offers a cloud-based full end to end SCADA solution and can also be run alongside existing systems to make previously inaccessible data more actionable.
  - HMI Dashboards for Equipment, Oilfield, Wastewater, and Water Operations
  - Alarms & Notifications
  - Reporting
  - Mobile Access from anywhere to prevent downtime
  - Custom KPIs
- Industrial IOT
  - Remote Monitoring
  - Condition Monitoring
  - Industrial Gateways - Samsara Industrial Gateways provide a direct link between your equipment and our cloud-based remote monitoring platform. This seamless integration of hardware and software gives you out-of-the-box visibility, so you can monitor and control industrial equipment in the most remote locations.

Site Visibility

- Samsara Site Visibility integrates with existing security cameras for easy installation. Simply plug in the Site Gateway to your network and set up the cloud VMS (video management software) in under 10 minutes. In a few clicks, you can detect and add existing IP camera streams into the Samsara Dashboard. Use these streams to create custom views, share footage, and gain on-the-go visibility from your phone.
- Our hybrid-cloud architecture revolutionizes traditional video monitoring, combining on-the-go visibility with a powerful on-premise gateway and ruggedized, high-definition cameras. If customers already have their own cameras, we can integrate with those too.
- Our Site Gateway allows customers to automatically turn their existing IP cameras into an advanced AI camera in a matter of minutes.
- Key Benefits Include:
  - Access from anywhere - Everything you'd want from a security camera system, plus secure and granular user access from any web browser or from the mobile application.
  - Security - Immediately respond to unusual activity (such as theft) and reduce the time spent investigating. Have & find evidence easily when you need it. Intuitive timeline navigation and enhanced search features streamline incident investigation, such as a theft or a worker injury.
  - Safety - Leverage intelligent detection and powerful search to identify workplace hazards. Catch & prevent incidents in the moment. Be immediately notified of unusual or unsafe activity through intelligent detection and alerting—no need to actively monitor your security cameras.
  - Efficiency - Identify process or operational inefficiencies with powerful AI insights

		and proactive alerts.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see the bulleted items listed in Table 14A line item 64 for the main categories and subcategories of the products and services offered by Samsara.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	(•) Yes ( ) No	Samsara's platform is able to be used as an FMIS for our customers. For those customers who are already using an existing FMIS such as something like an Assetworks, Samsara can integrate with these systems to do things such as but not limited to: syncing Samsara Vehicle Gateway and Asset Gateway data like trip history, engine runtimes, fault code analysis and odometer data, automatically trigger work orders to be created based on vehicle inspection reports and maintenance data in Samsara, and service requests can be sent directly to technicians.	*
67	Fleet technology related hardware solutions	(•) Yes ( ) No	Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.	*
68	Fleet related software solutions	(•) Yes ( ) No	Samsara makes builds and designs all of its own hardware (vehicle and asset gateways, dashcams, sensors, security cameras, industrial gateways and monitors, accessories, and more) and also builds all of its own software. This gives Samsara a unique edge because our products and software are extremely easy to use, seamlessly integrated, and help our customers consolidate platforms and simplify their operations. Our hardware and software are both created in house by badged Samsara Engineering and Development team members.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	(•) Yes ( ) No	All items listed are covered by Samsara's offering.	*
70	Motor pool and fleet sharing solutions	(•) Yes ( ) No	Samsara has worked with various cities, counties, and agencies with regard to supporting fleet pooling services in certain capacities. By using the Samsara Driver App, employees can submit digital documents to report reasons for vehicle use, passengers, odometer readings, or any other information you want to capture including pictures, barcode scans, signatures, and document scans. There are numerous ways to understand who is driving which vehicle in real-time: 1) by logging into a vehicle via the Samsara Driver App, 2) if using Samsara Dash Cams (CM32) they will assign drivers automatically as soon as they start a vehicle, 3) with RFID ID card readers and RFID cards, and 4) with bluetooth keychain tokens.	*

71	Integrated video solutions	(•) Yes ( ) No	Fast Company's 2020 World Changing Ideas Awards were announced in April 2020, honoring the businesses, policies, projects, and concepts that are actively engaged and deeply committed to flattening the curve when it comes to the climate crisis, social injustice, or economic inequality. A panel of eminent judges selected winners and finalists from a pool of more than 3,000 entries across transportation, education, food, politics, technology, and more. Samsara's AI Dash Cam received an honorable mention in the AI and Data category for its critical role in protecting drivers. Additionally, specifically speaking about Samsara's integrated AI Dashcams, in September 2020 this product received two Gold Stevie 2020 International Business Awards for both the IoT Analytics Solution and the Hardware Solution of the Year. According to this year's Stevie® Award judges, Samsara's unified platform and customer-first approach differentiates the company from others in the market. Recent updates to the platform include advanced AI safety features, such as preventative in-cab alerts, and electric vehicle reporting capabilities. With Samsara, customers gain complete operational visibility, so they can save time, save money, and keep their workers safe. More than 3,800 nominations from organizations of all sizes and in virtually every industry were submitted this year for consideration in a wide range of categories. Stevie Award winners were determined by the average scores of more than 250 executives worldwide who participated in the judging process from July through early September. Samsara's dual-facing AI dash cam provides fleet managers with the information they need to protect their drivers and their fleet from incidents on the road. These cameras use embedded AI and real-time computing power to interpret road scenes and driver behavior to detect distraction, near collisions, tailgating, and traffic violations for even more visibility into safety incidents and risks. Simply put, these cameras save lives. In addition to Samsara's award-winning Dashcams, we also offer our customers a Site Visibility solution, which is a hybrid Video Monitoring Solution that allows our customers to bring their existing security camera streams directly into Samsara's dashboard and layer Samsara's AI on top of the streams. This makes any ordinary IP camera an immediate AI-powered smart camera with a slew of features that were not previously available without Samsara.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded, internal metrics will be developed and tracked within Samsara's internal CRM. Metrics such as total opportunities created tagged with Sourcewell as a path to purchase, win rate, and the scope of rollout provided in closed won deals would be tracked. This would be further broken down by region and segment, all the way to the individual rep level. These data points combined with other items are crucial for Samsara's continued growth as we continue to add headcount and expand our Public Sector teams.	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	At Samsara, all of our products are built from the ground up with privacy in mind. We firmly believe that your data belongs to you and that protecting it is one of our most important responsibilities. To that end, we hold data security and privacy to the highest standards and invest continuously in our infrastructure and processes to provide you with the most secure solutions in the industry. We're committed to being transparent about our security practices and helping you understand our approach. Our Global Approach to Privacy: Whether you operate in the United States or Europe, Samsara has you covered. We support compliance with GDPR and CCPA requirements, among others. * European Union: Samsara supports compliance with the GDPR. The EU General Data Protection Regulation (GDPR), effective 25 May 2018, is a regulation that strengthens data protection for all individuals in the European Union (EU). The GDPR places requirements on the way organizations and companies must collect, store, and process personal data. It also addresses the movement of such personal data outside the EU and stipulates the controls and safeguards which must be in place to do so. As a complete telematics solution, Samsara products must sometimes collect, store, and use an array of personal data, including video footage. When designing and improving our products and features, Samsara has carefully considered data protection in order to help ensure personal data is processed in accordance with its legal requirements. Data is therefore processed in a transparent way and is retained only as is necessary, with appropriate safeguards in place to secure and protect it.	

Under the GDPR, Samsara will serve as the data processor in our customer relationships in order to process personal data provided by the customer. Under our agreements, customers will always have the power and control over their data. Within our products, Samsara also provides certain functionality to help customers with their compliance with applicable legal requirements.

Samsara has always believed in the importance of securely and thoughtfully handling customer data and will continue to protect customer data in accordance with all applicable legal requirements, including the GDPR.

For more information about how Samsara supports compliance with the GDPR in your region, please contact your representative for access to our privacy white papers for the United Kingdom and Ireland, Netherlands, Germany, France, and Spain. If you do not have a representative, please contact sales@samsara.com or reach out through our website.

* California: Samsara supports compliance with the CCPA. The California Consumer Privacy Act of 2018 (CCPA) was enacted into law on June 28, 2018, and many of its provisions went into effect on January 1, 2020. The CCPA grants California residents certain rights with respect to their ability to know and access the personal information that businesses collect about them. Those rights include the right to say no to the sale of their personal information. However, please note that Samsara does not sell personal information. Our Privacy Policy [https://www.samsara.com/support/privacy] describes how Samsara may collect and use personal data consistent with other CCPA-related rights when we act as a “business” (as defined under the CCPA).

When we process personal information provided by our customers, Samsara acts as a “service provider” (as defined under the CCPA). In that capacity, we only process and transfer the personal information of our customers and our customers’ end-users for the purpose of performing our rights and obligations under our existing contract(s) with our customers and for no other commercial purpose.

How We Protect PrivacyProduct:

Samsara’s products are designed to help customers balance their business needs against privacy needs. Our hardware and software products include customizable control measures, features and tools to protect customer data.

Samsara’s commitment to privacy is reflected in our products’ features and your ability to customize many of our products to fit your specific needs and country-specific regulations. For example, Samsara dashcams enable strong privacy controls for customers to utilize, including:

Limited data captured and uploaded: Only video relating to safety events and video specifically requested by a customer is stored on the cloud / available in the dashboard;

Limited data retention: only 40 to 60 hours of recorded footage is available on any dashcam by default, with customizable data-retention features for footage sent to the cloud;

Restricted data access: Customers can set permissions so videos may be viewed only on a need-to-know basis (for example, a customer may restrict viewing permissions to safety managers);

Strong security: Samsara uses industry standard standards and protocols to protect data in transit (including TLS 1.2 and 256 AES encryption) and at rest (including FIPS 140-2 compliant encryption standards);

Physical lens caps: to cover either inward-facing lens only or inward- and outward-facing lenses.

EU data center: EU-customers’ data is stored in Ireland using Amazon AWS, which is rated as the leader in cloud security by research firm Forrester.

Policies and Safeguards:

Samsara is committed to transparency around how we hold and use personal data. Company-wide policies, contractual terms and other safeguards emphasize our responsibility to protect customer data and to stay compliant with the law.

Privacy Policy: Samsara may collect personal data in support of its business. For more information about how Samsara may collect and use such personal data,

		please see our Privacy Policy. DPA: Under the GDPR, Samsara will serve as the data processor for our customers, who in turn act as the data controller. To learn more about how Samsara processes customer data as part of this controller-to-processor relationship and our customer contracts, please see our DPA here. Data Transfers: To comply with EU data protection legislation on international data transfer mechanisms, we self-certify under the EU-US Privacy Shield and the Swiss-US Privacy Shield as set by the U.S. Department of Commerce. These frameworks were developed to establish a way for companies to comply with data protection requirements when transferring personal data from the European Union, UK, and Switzerland to the United States. To the extent these frameworks are deemed invalid or no longer apply to Samsara, we agree to abide by and process your data in accordance with the European Commission approved Standard Contractual Clauses we include within our Data Protection Addendum to provide adequate protection for such personal data transfers. DPIA: The GDPR requires organizations to undertake a data protection impact assessment (DPIA) where using new technologies is likely to result in a high risk to individuals. Samsara can provide supporting materials to help demonstrate your compliance with carrying out such DPIAs where you believe they are required before using our products. Marketing Communications: Samsara collects personal data for marketing purposes only pursuant to GDPR and other applicable local laws. Marketing communications are easily opted out of at any time via this page or through the unsubscribe feature on our emails. Security: Protecting our customers' privacy and respecting confidential information is fundamental to our core values. Samsara products are built from the ground up with security and privacy in mind. As part of our commitment to privacy and security, we've adopted the highest standards and also conduct regular audits pursuant to the Service Organization Controls (SOC 2) reporting process to ensure our customers' data is safe and available. Security Practices: Samsara implements the highest industry standards for encryption, storage, privacy, network, and endpoint security. Audits: Samsara regularly conducts security audits to ensure our systems are properly safeguarded. For example, our SOC 2 reports include descriptions of our software infrastructure and the processes we have in place to keep our customers' data safe and available. We also engage independent entities to conduct application-, infrastructure-, and hardware-level penetration tests at least annually. Incident Response: We have implemented a data breach and incident response plan. In case of an incident involving your customer data, we will inform you per the terms of your agreement with us. Learn More: To learn more about Samsara's commitment to upholding the highest security standards, please visit www.samsara.com/security	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Adam Eltoukhy, General Counsel, Samsara Networks Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	☑	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	☑	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	☑	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	☑	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	☑	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	☑	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	☑	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	☑	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1

samsara

Samsara Inc.
1 De Haro Street
San Francisco, California 94107 US
(415) 985-2400
billingsupport@samsara.com
www.samsara.com

Invoice #310519552795993

Total	**$690.00**
Amount Paid	**$0.00**
Balance	**$690.00**
Currency	**USD**

Bill To
Tony Jones
City of Cocoa
301 Shearer Blvd
Cocoa FL 32922
United States

Ship To
Tony Jones
City of Cocoa
301 Shearer Blvd
Cocoa FL 32922-7203
United States

Contract Terms

Invoice Date	Due Date	Terms	Order Number	PO #	Quote #
3/18/2024	4/17/2024	Net 30	S-1159677	Q-436132	

License Start Date	License End Date	Sales Rep	Shipping Method	Billing Period
8/18/2022	7/26/2025	1002188 Travis Kirkland	Ground	3/18/2024 - 4/17/2024

License	Per Item Cost	Quantity	Tax Amount	Total
LIC-VG-PS VG34 License without ELD and without WiFi that should be sold to SLED customers within a singled bundled price.	23.00	30	0.00	**690.00**

RECEIVED
By LLomonaco at 3:33 pm, Mar 07, 2024

310519552795993

Samsara Inc.
1 De Haro Street
San Francisco, California 94107 US
(415) 985-2400
billingsupport@samsara.com
www.samsara.com

ACH:
Bank Routing Number: 322271627
Account Number: 626326760
Account Name: Samsara Inc.

Wire Transfers:
Bank Routing Number: 021000021
SWIFT Code: CHASUS33
General Bank Reference Address: JPMorgan Chase New York, NY 10017
Account Number: 626326760
Account Name: Samsara Inc.

Check Remittance Address:
Samsara Inc.
P.O. Box 735462
Dallas, TX 75373-5462
Note: UPS Next Day Air cannot be delivered to PO Boxes

Courier Deposits Address (FedEx, UPS, etc.):
JPMorgan Chase (TX1-0029)
ATTN: Samsara Inc. 735462
14800 Frye Road, 2nd Floor
Ft Worth, TX 76155

Please reference your invoice number(s) on your remittance advice when paying Samsara. Please be sure and send your remittance advice to remittances@samsara.com

Subtotal	**$690.00**
Shipping	**0**
Tax	**$0.00**
Total	**$690.00**
Currency	**USD**

310519552795993

samsara

QUOTE #Q-322541

Sourcewell Contract

#020221-SAM

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

Prepared For:
City of Cocoa
301 Shearer Blvd
Cocoa, Florida
32922

Prepared By:
Mac Caceres
macario.caceres@samsara.com

Issued **03-24-2022**

Expires 04-23-2022

	Subtotal
Hardware and Accessories	$0.00
License Term–36 Months	

Quote Summary

Shipping and Handling	$0.00
Upfront Hardware Sales Tax	$0.00
Monthly License Sales Tax	$0.00
First Month Payment	**$5,267.00**
Payments Beginning Month Two	**$5,267.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee
charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

SHIP TO

Hardware and Accessories	Quantity	Net Unit Price	Total Price
		Hardware Due	0

Licenses	Quantity	Monthly Unit Price	Total Monthly Price
		Monthly License Due	0

Bundles	Quantity	Monthly Unit Price	Total Monthly Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	229	$23.00	$5,267.00
		Monthly License Due	$5,267.00

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

License Term

The license term begins on the day your Samsara hardware ships. If you wish to continue using the service when your license term ends, you may renew your license. Samsara hardware requires a valid license to function.

Support and Warranty

Samsara stands behind its Products. The following Hardware come with a five (5) year warranty: VG-series gateways, GW22 gateways, IG-series gateways, CM-series cameras, and HM-series monitors. All other Hardware products come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. Additional support information can be found at www.samsara.com/support.

Terms

Your use and access of the Hardware, Products, Services specified herein are governed by Samsara's terms of service found at https://www.samsara.com/terms-of-service. You agree to be bound by those terms of service unless otherwise agreed to herein or in another agreement. Any terms used but not defined herein, shall have the meanings defined Samsara's terms of service or as otherwise agreed in another agreement.

Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

Signature

Print Name: Stockton Whitten, City Manager

Date: 7-12-2022



Samsara Inc.
350 Rhode Island Street
4th Floor, South Building
San Francisco, CA 94103
www.samsara.com

Legislation Details (With Text)

File #:	24-066	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	2/2/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	To Approve Amendment #1 to the Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR); To Approve a Resolution Amending the FY2024 Budget, BAF# 24-053-T and Allow for the City Manager to Finalize the Account Numbers for the Replacement of the Fluoride Bulk Storage Tank (WS23FT). (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2024-025 ADA Compliant.pdf TO-JACOBS 2023-33.1 $155,319 - UT-DYAL.pdf TO-JACOBS 2023-33 $147,898.00 - UT-DYAL.pdf TO 2023-33 Amendment #1 CO2 and Fluoride Replacement.pdf TO 2023-33 CO2 System Replacement - Design, Permitting, Bidding_signed.pdf AGREEMENT.pdf AGREEMENT-1ST AMENDMENT.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 2, 2024
Agenda Date: March 26, 2024
Prepared By: James Mitchell, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director

Requested Action:
To Approve Amendment #1 to the Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR); To Approve a Resolution Amending the FY2024 Budget, BAF# 24-053-T and Allow for the City Manager to Finalize the Account Numbers for the Replacement of the Fluoride Bulk Storage Tank (WS23FT).

BACKGROUND:

Carbon dioxide is used at the Dyal Water Treatment Plant to lower and optimize the pH of the treated water prior to filter operations. The existing recarbonization equipment that is used consists of two 70 -ton liquid carbon dioxide storage tanks with associated refrigeration, vaporizer, and diffuser systems.

This system was constructed over a period of time with some portions original to the plant and some portions installed in the 1990s. The entirety of the equipment has reached its projected useful life and requires replacement.

During early preliminary design for the replacement of the carbon dioxide system, discussions with City staff regarding the construction sequencing for replacement of the existing carbon dioxide storage tanks led to considering the relocation of the carbon dioxide tanks to an adjacent location to keep both existing tanks in operation during construction and reduce the risk of losing the ability to feed carbon dioxide should an issue arise with the existing carbon dioxide tanks. With space at the plant limited, consideration was given to changing from horizontal carbon dioxide storage tanks to vertical storage tanks; however, this option did not provide much benefit with regards to space.

City staff and Jacobs discussed the challenges of the carbon dioxide bulk tank replacement and developed a solution which reduces the risk during the tank replacement and accomplishes another planned renewal project simultaneously. The fluoride chemical feed system at the Dyal WTP requires the demolition and replacement of the bulk storage tank and piping, repair and recoating of the containment structure and piping, addition of bulk tank concrete pad and other miscellaneous work. This system is located adjacent to the carbon dioxide bulk storage tanks. The location of the existing fluoride system was identified as a good location for the new carbon dioxide bulk storage tanks; however, the fluoride system would need to be relocated. The benefits of relocating the fluoride tank were identified as:

- The existing system is scheduled to undergo a major replacement in the current fiscal year.
- The fluoride system injection points are located before the groundwater treatment plant reactor clarifiers and do not inject into the surface water plant or ASR process stream. This configuration complicates chemical dosing when the surface water plant and ASR recovery is operating. Relocating the fluoride system closer to the finished water storage tanks and high service pump stations, similar to other finished water dosing such as chlorine and ammonia, allows better control of fluoride dosing into the finished water.
- This configuration eliminates safety concerns with the existing fluoride system containment area which requires confined space entry to operate or maintain equipment.

A location for a new fluoride system was identified near the finished water facilities. This solution was acceptable to City staff and was requested to be included in this project scope of work.

The Carbon Dioxide Storage and Feed System project (WS23BR) and the Fluoride Bulk Storage Tank Replacement project (WS23FT) are both budgeted for FY24. Due to the proposed scope of work outlined in this amendment, the funds budgeted for both projects will be combined into one project (WS23BR). Therefore, a project transfer is required (see attached BAF# 24-053-T).

Staff recommends the approval of the proposed Amendment #1 to the Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs).

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes; project transfer required
If not budgeted, is amendment/transfer attached?	N/A

Amount Requested $240,000.00

Transfer From Account Number:	424-4020-536.64-00
Transfer From Account Name:	Machinery & Equipment
Transfer Amount:	($240,000.00)
Project Number:	WS23FT

Transfer To Account Number:	TBD
Transfer To Account Name:	Infrastructure
Transfer Amount:	$240,000.00
Project Number:	WS23BR

PREVIOUS ACTION:

On September 12, 2023, City Council approved a Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR).

RECOMMENDED MOTION:

To Approve Amendment #1 to the Multi-year Task Order 2023-33 with Jacobs Engineering, Inc. (Jacobs) to provide Engineering services for the design, permitting, and bidding of the project to replace the Carbon Dioxide Storage and Feed System at the Dyal Water Treatment Plant (WS23BR); To Approve a Resolution Amending the FY2024 Budget, BAF# 24-053-T and Allow for the City Manager to Finalize the Account Numbers for the Replacement of the Fluoride Bulk Storage Tank (WS23FT).

RESOLUTION NO. 2024-025

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 26th day of March, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Technical Consulting Permitting Services for the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Projects	2024-02
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 03/19/24 City Bid Number: RFQ-18-18-COC AMOUNT: $ 177,844.00

Vendor Name: HDR Engineering, Inc Quote/Proposal Number:

Dept. Number/Division Name: Utilities

Project Name: TCR/SJR Water Supply Permitting Project Project Number: TCR001

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The scope of work defined is for the consultant to perform a Peer Review of the TCR L-73 Dam Improvements and will include Water Supplier Coordination and Updates.

The City of Cocoa will fund $10,670.64 pursuant to the Taylor Creek Reservoir/St. Johns River (TCR/SJR) Water Supply Agreement with Orange County, Toho Water Authority, Orlando Utilities Commission and East Central Florida Services, Inc. (Water Suppliers), of which the balance of the funds required will be provided.

Design is Construction Related: ☐ YES ☑ NO ☐ N/A Good Faith Estimate of Construction Value:

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Requestor Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-02

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Carbon Dioxide System Replacement	2023-33
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 07/17/23 City Bid Number: RFQ-20-03-COC AMOUNT: $ 147,898.00

Vendor Name: Jacobs Engineering Group Inc. (Jacobs) Quote/Proposal Number:

Dept. Number/Division Name: 4055/Engineering

Project Name: Carbon Dioxide System Replacement-Design, Permitting and Bidding Project Number: WS23BR

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

The City of Cocoa (City) has determined that the carbon dioxide storage and feed system at the Dyal WTP has reached the end of its projected useful life and requires replacement.
Task 1-Design Services
Task 1.1-Preliminary Design
Task 1.2-Final Design
Task 2-Permiting Services
Task 3-Bidding Services

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 2,000,000.00

Documentation for Good Faith Estimate Attached and Valid: ☑ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

Katrina Combs Digitally signed by Katrina Combs Date: 2023.08.01 10:58:47 -04'00'
Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2023.08.01 15:28:51 -04'00'
Department Director

********** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY **********

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2023-33

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2023.08.07 14:50:15 -04'00'
Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa

Amendment #1 to Task Order 2023 – 33

Carbon Dioxide System Replacement – Design, Permitting and Bidding

Objective and Background

During early preliminary design for the replacement of the carbon dioxide system, discussions with City staff regarding the construction sequencing for replacement of the existing carbon dioxide storage tanks lead to considering relocating the carbon dioxide tanks to an adjacent location to keep both existing tanks in operation during construction and reduce the risk of losing the ability to feed carbon dioxide should an issue arise with the existing carbon dioxide tanks. With space at the plant limited, consideration was given to changing from horizontal carbon dioxide storage tanks to vertical storage tanks; however, this option did not provide much benefit with regards to space.

City staff and Jacobs discussed the challenges of the carbon dioxide bulk tank replacement and developed a solution which reduces the risk during the tank replacement and accomplishes another planned renewal project simultaneously. The fluoride chemical feed system at the Dyal WTP requires the demolition and replacement of the bulk storage tank and piping, repair and recoating of the containment structure and piping, addition of bulk tank concrete pad and other miscellaneous work. This system is located adjacent to the carbon dioxide bulk storage tanks. The location of the existing fluoride system was identified as a good location for the new carbon dioxide bulk storage tanks; however, the fluoride system would need to be relocated. The benefits of relocating the fluoride tank were identified as:

- The existing system is scheduled to undergo a major replacement in the current fiscal year
- The fluoride system injection points are prior to the groundwater treatment plant reactor clarifiers and do not inject into the surface water plant or ASR process stream. This configuration complicates chemical dosing when the surface water plant and ASR recovery is operating. Relocating the fluoride system closer to the finished water storage tanks and high service pump stations, similar to other finished water dosing such as chlorine and ammonia, allows better control of fluoride dosing into the finished water.
- Eliminates safety concerns with the existing fluoride system containment area which requires confined space entry to operate or maintain equipment

A location for a new fluoride system was identified near the finished water facilities. This solution was acceptable to the City and requested to be included in this project scope of work.

Scope of Work

Jacobs will provide engineering services to design the new fluoride system and modifications to the original carbon dioxide feed system scope of work including the following:

- Fluoride containment structure and aluminum canopy
- Fluoride storage tank, feed skid, piping, valves, power and instrumentation
- Fluoride yard piping to injection point behind the ground storage tank
- Demolition of existing fluoride feed system including containment structure, bulk storage tank, chemical tubing, day tank, and feed pumps
- Concrete foundations for new carbon dioxide tanks, feed panels and carrier water pumps
- Aluminum canopies over carbon dioxide feed system feed panels and carrier water pumps
- Grading and site preparation for relocated carbon dioxide tanks and fluoride facility

The additional design elements described in this amendment will be incorporated into Tasks 1 – 3 described in the original task order.

Assumptions

In addition to the assumptions listed in the original task order, the following key assumptions apply:

- City's geotechnical engineering vendor will provide subsurface soil exploration services. Jacobs will develop and provide scope of work for exploration services to vendor. Borings at each facility is anticipated.
- New fluoride facility will not require addition or modification of access road or pavement
- Modifications and permitting for stormwater system are not required

Schedule

Preliminary Design Report is anticipated to be submitted by February 16, 2024, to incorporate the additional scope of work. The revised project schedule is presented in Table 1.

TABLE 1
Project Schedule

Task/Activity	Schedule
Construction Document Submittal (90% Design Submittal); 1 meeting	13 weeks following Preliminary Design Report comment adjudication
Final Bid Documents Submittal (100% Design Submittal); no meeting	4 weeks following Contract Document comment adjudication

Note: A meeting is anticipated to be held with the City within 2 weeks after the 30% and 90% design submittals. An intermediate review set of drawings showing the design development between the 30% and 90% submittal will be provided to City for review and comment prior to submittal of 90% documents.

Compensation

Compensation for the services authorized under this task order amendment will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Additional compensation for this amendment is summarized below by task.

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	853	$155,319

Acceptance

This Amendment to Task Order 2023-33 shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____

Title _____

Date _____

City of Cocoa
Task Order 2023-23 Amendment #1 - Carbon Dioxide System Replacement Design, Permitting and Bidding
Attachment A - Fee Estimate

		Project Manager	Process Mechanical Engineer	Process Mechanical Technician	Electrical Engineer	Electrical Technician	Structural Engineer	Structural Technician	Civil Engineer	Civil Technician	I&C Engineer	I&C Technician	Architect	Architect Technician	Geotechnical Engineer	Lead Technician	QC Reviewers	Office Specifications	Cost Estimating					
		Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant	Senior Construction Manager/Senior Designer	Mid-Level Professional Engineer/Scientist/Consultant	Senior Construction Inspector	Mid-Level Professional Engineer/Scientist/Consultant	Senior Construction Inspector	Mid-Level Professional Engineer/Scientist/Consultant	Senior Construction Inspector	Mid-Level Professional Engineer/Scientist/Consultant	Senior Construction Inspector	Senior Professional Engineer/Scientist/Consultant	Senior Construction Manager/Senior Designer	Mid-Level Professional Engineer/Scientist/Consultant	Senior Construction Manager/Senior Designer	Senior Reviewer/Consultant	Construction Manager/Senior Technician	Professional Engineer/Scientist/Consultant					
		$218.00	$199.00	$169.00	$199.00	$120.00	$199.00	$120.00	$199.00	$120.00	$199.00	$120.00	$218.00	$169.00	$199.00	$169.00	$235.00	$142.00	$169.00		Labor Hours	Labor Fee	Expenses	Subcontracts
Task 1	Design Services	80	120	91	58	44	53	41	66	46	53	37	24	16	16	14	56	14	24					
																				Task Totals:	853	$155,319	$0	$0
																				Task Fee:	$155,319			
Task 2	Permitting Services																							
																				Task Totals:	0	$0	$0	$0
																				Task Fee:	$0			
Task 3	Bidding Services																							
																				Task Totals:	0	$0	$0	$0
																				Task Fee:	$0			
Summary																								
																				Total Labor Hours:	853			
																				Total Labor Fee:	$155,319			
																				Total Expenses:	$0			
																				Total Subcontracts:	$0			
																				Total Fee:	$155,319			

City of Cocoa

Task Order 2023 – 33

Carbon Dioxide System Replacement – Design, Permitting and Bidding

Objective and Background

The City of Cocoa (City) has determined that the carbon dioxide storage and feed system at the Dyal WTP has reached the end of its projected useful life and requires replacement. Under this Task Order, Jacobs Engineering Group, Inc. (Jacobs) will provide engineering services for the design, permitting and bidding of the project to replace the system. Services proposed by Jacobs in this Task Order will be performed in accordance with the contract terms of the Agreement for Continuing Engineering Services for Water System awarded by the City of Cocoa (City) on February 5, 2020.

The City uses carbon dioxide in the groundwater treatment process to lower the pH after the lime softening process. Gaseous carbon dioxide is bubbled into the groundwater through diffusers in the recarbonation basins. Recarbonation after lime softening is critical to stop the lime softening process and optimize the pH for filter operations. The existing carbon dioxide equipment consists of two 70-ton liquid carbon dioxide storage tanks with associated refrigeration, vaporizer, and diffuser systems. The proposed design will be to replace the storage tanks in kind and to upgrade the diffuser feed system to a more efficient carbonic acid feed system.

Scope of Work

Task 1 - Design Services

Jacobs will provide engineering services to design the new carbon dioxide system including the following:

- Two liquid carbon dioxide storage tanks.
- Three carbonic acid feed systems including carrier water pumps and solution diffusers.
- Piping, valve and instrumentation required for operation and maintenance.
- Electrical power and communication from existing panels to the new equipment.

Task 1.1 – Preliminary Design

A preliminary design report will be developed to accompany the request for a modification to the FDEP permit. The preliminary design report will present design concepts for all professional disciplines required for the project. The report will address the items referenced in FAC 62-555.520(4) and will include some preliminary design drawings to depict the modifications.

The report will provide background on the existing treatment process, water quality and chemical use related to the carbon dioxide system. The report will review objectives and impacts to consider related to the carbon dioxide system replacement including discussion of

alternatives for storage tanks and feed systems. A preliminary control narrative will be provided in the report to discuss dosing controls and operation.

A draft preliminary design report will be issued to the City for review. One meeting will be held with the City to review the 30% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the preliminary design.

Task 1.2 – Final Design

Final design documents will be developed that include drawings and technical specifications. The design documents may include photographs with notations to describe the work. The design documents will include a control narrative and I/O list, but programming will be provided by the City's automation consultant under a separate Task Order.

Draft final design documents will be issued to the City for review. One meeting will be held with the City to review the 90% design and discuss comments. After resolution of comments from the City, Jacobs will finalize the design documents for bidding.

Based on the finalized design documents for bidding, a Class 2 cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE). The cost estimate will be delivered with the final Bid Documents.

Task 1 Deliverables

- 30% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- 90% Design Documents – Electronic submission (.pdf format) of the construction drawings, specifications, design details.
- Bid Documents (100% Design) – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.
- A construction cost estimate will be prepared for the Final Design Documents (100% design).

Task 2 - Permitting Services

Jacobs will prepare and submit an application for a Florida Department of Environmental Protection (FDEP) Permit to Construct PWS Components (Form 62-555.900(1)) for the project. The permit application will include supporting documentation and preliminary drawings as required by FDEP. The permit application will only be for a modification to the site equipment and no capacity rerating will be required. Jacobs will provide one response to a request for additional information.

Task 2 Deliverables

- Permit application package for FDEP Permit to Construct PWS Components including Form 62-555.900(1), drawings, and supporting documentation per FDEP requirements.

Task 3 - Bidding Services

Jacobs will provide services to assist the City in selection of a single contractor for the construction of the project. Jacobs will assist the City in conducting one pre-bid conference. Jacobs will assist the City in developing the agenda and content of the pre-bid conference. Jacobs will attend the pre-bid conference meeting, document questions asked during the

meeting, take minutes, and prepare a summary. The City will prepare and administer the Invitation to Bidders.

Jacobs will coordinate with the City for issuing responses to requests for additional information. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

Jacobs will review the bids, evaluate them for responsiveness, and bid amount. Jacobs will prepare a summary of its review and evaluation. The City will make the final decision on the award of the contract for construction and the accept a rejection of bids. Jacobs' services do not include bid protest situations. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Jacobs will modify the technical specifications and drawings as required to address bidder's questions and requests and then issue Conformed Documents to the City.

Task 3 Deliverables

- Pre-bid meeting agenda and summary.
- Responses to questions from proposers during the bidding process.
- Summary of bid review and evaluation.
- Conformed Documents – Electronic submission (.pdf format) of the construction drawings, specifications, and design details.

Assumptions

The following key assumptions apply:

- The City will assign a project manager who will be the Jacobs's main point of contact and will respond within ten business days of the date of each submittal. The City's project manager will also provide continuous coordination between the different City's departments (Operations, Management, Engineering, etc.).
- The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed.
- All deliverables will be provided in electronic format as .pdf files.
- Design documents will be prepared for a single construction contract.
- Jacobs master technical specifications (Division 1 - 49) will be used as the basis for all specifications.
- Invitation to Bid documents, or the Division 0 specifications, will be developed by the City.
- The drawings will follow Jacobs CAE/CAD standards. Microstation will be used to develop the drawings.
- Design deliverables include a 30% package for permitting and 90% final design package. There is no intermediate 60% deliverable.
- Jacobs design deliverables will be provided to others for the construction of the work.
- Jacobs will pay the permit fee for the FDEP Permit to Construct PWS Components directly to the FDEP up to $1,000.
- No meetings are included with permitting or regulatory agencies.
- The project schedule includes timeframes for Jacobs' design deliverables but does not include a schedule for permitting services. The timeframe for permitting services is not within Jacobs' control.

- The Contractor shall be responsible for permitting with the Orange County Building Department including development and submission of the permit application(s), coordination with the permitting agency, completion of permit requirements, and permit approval.
- The cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE) Class 2 cost estimate. All estimates of probable construction cost used for planning the project will be developed using the appropriate estimate class for completion of the design and consistent with Industry Standards, Association for the Advancement of Cost Engineering adjusted for local site conditions. The final construction cost can only be determined after competitive bidding of the project by City. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Engineer has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Engineer makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Engineer's opinions, analyses, projections, or estimates.
- The City will inform Jacobs's staff of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures (e.g., alarms, assembly areas, etc.) prior to the site visits.
- Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or other third parties without independent verification.
- It is assumed the new equipment can be installed in the same outdoor location as the existing equipment. A temporary feed system may be required during construction to avoid operations shutdown.
- Existing electrical power and communications systems are adequate to supply sufficient power and communication functionality to the new equipment.
- Surveying services are not included in this scope.
- Landscape design is not included in this scope.
- Geotechnical services are not included in this scope.
- Services during construction shall be provided under a separate contract.

Schedule

The duration of the services provided under this Task Order are dependent on project permitting and bidding activities which are outside of Jacobs' control. This Task Order shall remain active to support the specified services throughout project design, permitting, and bidding.

Design Services provided under Task 1 are estimated to be completed within 24 weeks following Notice to Proceed as show in Table 1.

TABLE 1
Project Schedule

Task/Activity	Schedule
Preliminary Design Report (30% Design Submittal); 1 meeting	8 weeks following Notice to Proceed

TABLE 1
Project Schedule

Task/Activity	Schedule
Construction Document Submittal (90% Design Submittal); 1 meeting	10 weeks following Preliminary Design Report comment adjudication
Final Bid Documents Submittal (100% Design Submittal); no meeting	4 weeks following Contract Document comment adjudication

Note: A meeting is anticipated to be held with the City within 2 weeks after the 30% and 90% design submittals.

Permitting services provided under Task 2 are anticipated to begin after approval of the preliminary design report and 30% design package. The FDEP permit application will be submitted within 2 weeks after approval of the 30% design. The permit approval schedule is dependent on the regulatory agency.

Bidding services will commence after the City has published the project bid and will last the duration of the bidding process which is anticipated to be 6 weeks. The pre-bid conference is anticipated to be held within 2 weeks of the bid publications.

Compensation

Compensation for the services authorized under this task order will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. Costs are summarized below by task.

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	804	$130,172
TASK 2 – PERMITTING SERVICES	42	$6,564
TASK 3 – BIDDING SERVICES	50	$9,162
EXPENSES & SUBCONSULTANTS	N/A	$2,000
Grand Total	896	$147,898

Levels of effort for tasks are estimates based on the best information available at the time of task order development. As projects scopes are better defined, actual levels of effort required and associated fees might differ and require coordination between JACOBS and the City.

Acceptance

This Task Order shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By _____

Title _____

Date _____

Accepted for JACOBS Engineering Group

By _____

Title Vice President

Date July 19, 2023

City of Cocoa Task Order 2023-33 Carbond Dioxide System Replacement – Design, Permitting and Bidding Services Labor Hour Breakdown		Principal/Senior Reviewer/Consultant/Senior Project Manager	Senior Professional Engineer/Scientist/Consultant	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	Professional Engineer/Scientist/Consultant/Project Manager	Project Engineer/Scientist/Consultant	Junior Project Engineer/Scientist/Consultant	Construction Manager/Senior Technician*	Labor Hours	Labor Fee
TASK #	**TASK NAME**	$235.00	$218.00	$199.00	$169.00	$120.00	$110.00	$142.00		
1	**DESIGN SERVICES**									
		16	48	216	156	164	64	140	804	$130,172
								Task Subtotals	**804**	**$130,172**
2	**PERMITTING SERVICES**									
		2	2	6	16	0	16	0	42	$6,564
								Task Subtotals	**42**	**$6,564**
3	**BIDDING SERVICES**									
		2	4	20	16	0	0	8	50	$9,162
								Task Subtotals	**50**	**$9,162**
								Labor Total	**896**	**$145,898**
								Expenses		**$2,000**
								Subcontracts		**$0**
								Task Order Total		**$147,898**

* Labor hours for "Construction Manager / Senior Technician" rate category are for CAD technicians working on design documents.

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Engineers' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, the Engineer participated in the selection and negotiation process; and

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Engineers. For additional Services and Reimbursable Expenses of independent professional associates and Engineers employed by the Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed the Engineer by the independent professional associates and Engineers. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by the Engineer from all independent professional associates and Engineers which clearly evidences the amount billed by

the independent professional associates and Engineers for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. The Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in the Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and the Engineer shall remain liable to the City in accordance with applicable law for damages to the City caused by the Engineer's negligent, reckless, or intentionally wrongful performance of any Services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

5.10 Acceptance of Payment. Acceptance of final payment by the Engineer for a

specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

6.1 The City or its affiliates shall at all times have the right to review or observe the Services performed by the Engineer.

6.2 No inspection, review or observation shall relieve the Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

8.1 The Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees and resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of $1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer 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 Engineer related, directly or indirectly, to the services provided to the City under this 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, whether in the possession or control of the City or the Engineer. Said 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 Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the 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. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer 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 Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. 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 Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

15.2 If upon receiving written approval from the City, any part of this Agreement is subcontracted by the Engineer, the Engineer shall be fully responsible to the City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If the City determines that any subcontractor is not performing in accordance with this Agreement, the City shall so notify the Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by the Engineer, prior to the commencement of any Work by the subcontractor, the Engineer shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

b. The Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or the Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. The Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. The Engineer has committed any act of fraud upon the City; or

e. The Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, Cityshall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise by fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal–agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

32.1 The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over 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 three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold harmless the City, its officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

John Titkanich, Jr. , City Manager

ATTEST:

Carie Shealy, City Clerk

ENGINEER:

Jacobs Engineering, Inc. **(Firm name)**

_____, Title
Francois D. Menard, P.E., Vice President

EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"
Jacobs Engineering Group Rate Schedule

Classification	Description	Rate
Engineer 9	Principal	$235
Engineer 8	Senior Reviewer/Consultant	$235
Engineer 7	Senior Project Manager	$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	$142
Engineer 2	Project Engineer/Scientist/Consultant	$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	$110
Engineer 0	Engineering Intern	$95
Technician 5	Senior Construction Manager/Senior Designer	$169
Technician 4	Construction Manager/Senior Technician	$142
Technician 3	Senior Construction Inspector	$120
Technician 2	Construction Inspector/Technician	$110
Technician 1	Junior Construction Inspector/Junior Technician	$85
Technician Aide	Technical Aide	$80
Office	Office/Project Administration	$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.

2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.

3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.

4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.

5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.

6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
1st AMENDMENT
JACOBS ENGINEERING GROUP INC.

This FIRST Amendment to the Continuing Services Agreement entered on February 5, 2020 for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

A. The Term is extended through February 4, 2025, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the first of two renewal options available.

B. This Amendment increases the cost limitation in Section 2.5 of the Agreement to $4 million in accordance with the amended Consultants' Competitive Negotiation Act (CCNA). Section 2.5 of the agreement states, "No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding $2 Million may be the subject of a Task Order under this Agreement." This cost limitation was based on Florida Statute, Title XIX, 287.055, the CCNA. The Florida Legislature has since amended the CCNA, increasing the cost limitation effective July 1, 2020.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this First Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.	**CITY OF COCOA**
By: Francois Didier Menard, PE	**By:** Michael C. Blake
(Print Name)	(Print Name)
Vice President	Mayor
(Title)	(Title)
10/28/2022	12/13/2022
Signature / Date	Signature / Date

Attest: _____
Carie Shealy, City Clerk

CC: Carie Shealy, City Clerk
Brian Dale, Purchasing / Contracts Division Manager
Jack Walsh, Director, Utilities

Legislation Details (With Text)

File #:	24-125	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	3/5/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approve a multi-year piggyback agreement for Planning and Zoning Services with Inspire Placemaking Collective, Inc. based on the City of Wildwood contract RFQ #2023-011. Authorize the City Manager to approve amendments or extensions to the agreement. Authorize the City Manager to approve task orders up to $106,399 for FY 2024. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	EXECUTED CONTRACT Wildwood.pdf PARTIALLY EXECUTED REVISED Standard Form for Piggyback Contract No. RFQ 2023-11.pdf SIGNED E-Verify Contractor Affidavit.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2024
Agenda Date: March 26, 2024
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve a multi-year piggyback agreement for Planning and Zoning Services with Inspire Placemaking Collective, Inc. based on the City of Wildwood contract RFQ #2023-011. Authorize the City Manager to approve amendments or extensions to the agreement. Authorize the City Manager to approve task orders up to $106,399 for FY 2024.

BACKGROUND:

The City has a planning division that reviews plans and ensures adherence to the City planning code of ordinances. The City has struggled to fill all of the planning positions as this profession is in high demand. While the City currently has a multi-year agreement with RVI, Inc., it is desirable to have another planning service company available as planning projects can be complex or require different companies to do the plan reviews due to conflict of interest. Staff has worked with Inspire Placemaking Collective, Inc. on previous projects and now requests approval to enter into a multi-year agreement utilizing the City of Wildwood contract RFQ #2023-011. Task orders will be issued as each new planning project is assigned to Inspire. There is remaining budget of $106,399 in the FY 2024 adopted budget for planning consultants. Staff is requesting City Manager approval for task orders with Inspire up to the adopted FY 2024 budget. Should the budget for planning consultants exceed the approved budget, staff will present a budget amendment to City Council for consideration.

Future fiscal years authorization is requested for the City Manager to issue purchases up to the approved budget for planning consultants each fiscal year and to approve amendments or extensions to the agreement.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

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

Amount Requested	up to $106,399
Account Number	001-1104-515.34-00
Account Name	Contractual Services

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a multi-year piggyback agreement for Planning and Zoning Services with Inspire Placemaking Collective, Inc. based on the City of St. Cloud contract RFQ #2023-011. Authorize the City Manager to approve amendments or extensions to the agreement. Authorize the City Manager to approve task orders up to $106,399 for FY 2024.

CONTRACT
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 12th day of June, 2023, by and between City of Wildwood (hereafter referred to as "City"), whose address is 100 N Main Street, Wildwood, Florida 34785, and Inspire Placemaking Collective, Inc (hereafter referred to as "Consultant"), whose address is 4767 New Broad Street, Orlando, FL 32814.

RECITALS

WHEREAS, the City has need of professional services for Engineering Services, and,

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFQ # 2023-11 – Request for Urban Planning Continuing Services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the City will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Consultant's profession, and Consultant will endeavor to provide to the City prompt and efficient consulting services to the best of its ability.

2. Consultant is hereby retained and employed as the Urban Planning Consultant, and will work with the City to provide said services in accordance with the scope of services outlined in RFQ # 2023-11.

3. Consultant agrees to prepare and complete a report to the City, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Consultant may be asked to present the deliverables in person for review by staff or for discussion at a scheduled City Commission meeting.

4. The term of this Agreement shall commence on June 12, 2023 and continue in full force through June 11, 2026, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.

5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Consultant shall be authorized to receive payment for all work performed up to the date of termination.

6. With regard to compensation paid to Consultant, Consultant shall furnish to the City on a monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the City during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.
   a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant and presented to the City pursuant to this Agreement are and remain the property of the City as instruments of service.

b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Consultant shall be made available to the City upon request and shall be considered public records, pursuant to F.S. 119.0701.

c. Consultant shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The City shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).

d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-07, naming City as an additional insured in each such policy.

f. Upon Consultant's written request, the City will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and City mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.

g. The City and Consultant each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the City nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the City which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the City on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the City, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between City and Consultant and which are further incorporated herein by reference, consist of the following:

a. Request for Qualifications (RFQ)
b. Vendor's RFQ Documents
c. Permits / Licenses
d. All RFQ Addenda Issued Prior to RFQ Opening Date
e. All Modifications and Change Orders Issued
f. Architects/Engineers hourly rates, as attached to this contract.

10. Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

11. Consultant, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the City and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the City, except as provided in the scope of services called for herein. Consultant is hereby designated as an independent contractor to the City and none of the employees, agents or servants of the Consultant shall have, or be entitled to, any of the fringe benefits applicable to employees of the City.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing it's rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Consultant hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the City in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant shall immediately notify City in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the City.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other contract requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
B. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of any 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 in chapter 119, Florida Statutes or as otherwise provided by law.;
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the public agency; and
D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

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

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CUSTODIAN OF PUBLIC RECORDS AT 352-330-1330.

20. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE CITY

Name: Jason McHugh

Address: 100 N Main Street, Wildwood, FL 34785

Title: City Manager

Date: 6-12-2023

FOR THE CONSULTANT

Name: George Kraemer

Address: 4767 New Broad Street Orlando, FL 32814

Title: President

Date: 6/15/2023

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: [signature]

CITY OF WILDWOOD

[signature]

By: Ed Wolf, Mayor

Date Signed: 6-12-2023

ATTEST:

By: [signature]

Consultant

[signature]

By: George Kraemer, President

Date Signed: 6/15/23

Inspire
PLACEMAKING COLLECTIVE

SCHEDULE OF HOURLY RATES

2023

Classification	Hourly Rates
Principal	$ 200.00 to $ 350.00
Project Manager	$ 165.00 to $ 225.00
Deputy Project Manager	$ 130.00 to $ 165.00
Senior Landscape Architect/Senior Planner	$ 145.00 to $ 210.00
Senior Graphic Designer	$ 135.00 to $185.00
Landscape Architect/Urban Designer/Planner	$ 100.00 to $ 165.00
Landscape Designer/Planning Technician	$ 90.00 to $ 130.00
Graphic Designer	$ 75.00 to $ 130.00
Professional Interns	$70.00 to $90.00
Administrative	$ 55.00 to $ 85.00

Hourly Rate Schedule is Effective October 1, 2022, through September 30, 2023.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Inspire Placemaking Collective, Inc, 4767 New Broad Street, Orlando, FL 32814 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals, or bids. The parties agree that the Vendor has entered into a contract with the City of Wildwood, FL said contract being identified as: Urban Planning Continuing Professional Services, Contract No. RFQ # 2023-11**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Professional Services, see Exhibit "A", (original contract)

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

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

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Inspire Placemaking Collective, Inc. The term of said agreement shall be for the period effective date of the City Mayor signature through 06/11/2026, with renewal option on an annual basis for additional consecutive one-year periods.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2024 through 2026 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

~~E. COMPREHENSIVE BUILDER RISK INSURANCE~~

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

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

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

2.2. E-Verify:

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

2.3. Address change for the City of Cocoa:

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

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

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

2.6. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	**For City**
Inspire Placemaking Collective, Inc Attn: George Kramer, President 4767 New Broad Street Orlando, FL 32814 Phone: 407-683-6939 gkramer@inspireplacemaking.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

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

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

Inspire Placemaking Collective, Inc.

George Kramer/President

(Print Name / Title)

Entered this 24 day of February



(Signature)

2/28/24

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

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

By: _____

Date: _____

(Michael C. Blake, Mayor)

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

_____

Attested By: City Clerk

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Inspire Placemaking Collective, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verifiedthrough the E-Verify system.

A true and correct copy of Inspire Placemaking Collective, Inc. proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: George Kramer

Date: 2/19/24

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 02/19/2024 (date) by George Kramer (name of officer or agent, title of officer or agent) of Inspire Placemaking Collective Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL Driver License (type of identification) as identification.

[Notary Seal] Notary Public

Andres Acosta

Name typed, printed or stamped

My Commission Expires: Feb 10. 2025

Andres Acosta
Comm.#HH091617
Expires: Feb. 10, 2025
Bonded Thru Aaron Notary

Legislation Details (With Text)

File #:	24-147	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	3/15/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2023 through September 30, 2026. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:	City of Cocoa DC Teamsters Redlined FY 24-26.pdf City of Cocoa DC Teamsters FINAL ADA FY 24-26.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 19, 2024
Agenda Date: March 26, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2023 through September 30, 2026.

BACKGROUND:

The Fire District Chiefs are under their own supervisory collective bargaining agreement (CBA) in the Fire Department represented by Teamsters Local Union 769 (Teamsters). The prior three-year collective bargaining agreement term expired on September 30, 2023. Since June 2023, Cocoa City Staff began working with the Teamsters to renegotiate a new three-year collective bargaining agreement. The negotiation team for the City included: City Manager Stockton Whitten, Administrative Services Director Tammy Gemmati (served as Chief Negotiator), Fire Chief Jonathan Lamm, Assistant Fire Chief Dara Hennessy, and Finance Director Rebecca Bowman.

The Teamsters declared impasse in September 2023 after five negotiation sessions. At that time, the Florida Statute 447 Impasse Procedures were followed with a Special Magistrate Hearing held on January 10, 2024. The articles at impasse included Article 6 and 20 - whether to include discipline in the agreement, and Article 15 - Wages. The Special Magistrate provided his recommendation to both parties on March 5, 2024. Both parties accepted all recommendations of the Special Magistrate. Therefore, it was not necessary to hold an impasse hearing with City Council.

The City and Union tentatively approved the contract proposal for a three-year term of October 1, 2023 through September 30, 2026. The union held a ratification vote on March 19, 2024 with a 3-0 final vote to ratify the CBA. Highlights of the contract modifications include:

- Article 6 - Grievance and Arbitration Procedures: Clean-up language
- Article 8 - Dues Deduction: Clean-up language
- Article 15 - Wages: There was an increase to the minimum and maximums pay grade for District Chief based on internal compression between the IAFF rank and file contract. For FY2024, wage increases will be effective as follows:

Employee	10/2/2023	4/1/2024	Total
Bragg	9%	2.5%	11.5%
Redmond	5%	0%	5%
Seeber	9%	3%	12%

    - FY2025, 3% across the board wage increase or the same across the board wage increase provided to IAFF if greater than 3%, based on budgetary appropriations and Council budget adoption.
    - FY2026, wage increases will be established through the negotiations process.
- Article 16 - Hours of Work: Section 6 - There is an increase from $40 to $45 hourly rate of pay for any District Chief that fills a shift for another District Chief.
- Article 29 - Working out of Classification: In the event a District Chief is assigned signing authority or serving as acting Fire Chief they will receive 7.5% additional pay.
- Article 35 - Duration: This is a three-year contract through September 30, 2026 with wage reopeners for the 3rd year of agreement.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted Yes

The budget impact for the current FY2024 may need to be reevaluated after implementation due to the process of retroactive pay on payroll. That will take time to complete and total.

The budgetary impact for FY2025 and FY2026 will need to be evaluated through the budget process.

PREVIOUS ACTION:

At a regular City Council Meeting on September 13, 2022, Council approved a three-year contract between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2020 through September 30, 2023.

The Fiscal Year 2022 Wages were approved on September 28, 2021 and Fiscal Year 2023 Wages on September 13, 2022.

RECOMMENDED MOTION:

Approve the three-year collective bargaining agreement between the City of Cocoa and the Teamsters Local Union 769 Cocoa Fire District Chiefs for the contract term of October 1, 2023 through September 30, 2026.

AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

TEAMSTERS LOCAL UNION # 769

REPRESENTING

COCOA FIRE DISTRICT CHIEFS

Fiscal Years ~~2020~~2023-~~21~~24, ~~2021~~2024-~~22~~25, and

~~2022~~2025-~~23~~26

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the "City" and the Teamsters Local Union No. 769, hereafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309(1), Florida Statutes for all regular, full-time Fire Department employees in the classification of District Chief as determined by the Public Employees Relations Commission in Certification No. 1912.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation "he" in referring to an employee shall mean "he" or "she" wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City's internal procedure or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

ARTICLE 3 - SEVERABILITY

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union, and attempt to agree upon a replacement article or articles.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Fire/Rescue Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Fire/Rescue Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Fire/Rescue Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Fire/Rescue Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

L. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

M. Recall employees in accordance with City policies;

N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

O. Formulate and/or amend job descriptions;

P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

Q. Create, expand, reduce, alter, combine, assign, or cease any job;

R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

U. Contract and subcontract existing and future work;

V. Maintain the efficiency of the operations of the Department;

W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the Union.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the Union at least twenty (20) days prior to the proposed implementation. The Union shall be provided an opportunity, upon its request, to impact bargain (which shall include the identity of the impacts) such changes with the City regarding the City's proposed action prior to the twenty (20) days of proposed effective date of such action. The City and/or Department may grant the union additional days upon written request.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the

employee or the Union within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this Agreement shall be furnished an electronic copy of said agreement, at no cost to the newly hired employee or the Union within thirty (30) days of their employment.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the Union representative may adjust grievances while on duty. The Union agrees not to abuse this privilege. The Union will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or Union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the Union representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the Union knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the ~~Deputy~~ Assistant Fire Chief. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The ~~Deputy~~ Assistant Fire Chief shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the Union representative if the employee so wished his/her assistance, may present such grievance to the Fire Chief or his/her designee. The grievance must be presented to the Fire Chief or his/her designee within ten (10) calendar days from the date the ~~Deputy~~ Assistant Fire Chief's response was due or received, whichever is earlier in Step 1. The Fire Chief or his/her designee shall meet with the bargaining unit employee, and the Union representative if the employee wishes, within ten (10) calendar days. The Fire Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the Union representative if the employee so wishes his/her assistance, may present such grievance to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee and the Union representative if the employee wishes, within ten (10) calendar days of the date the Fire Chief's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. Each party has the right to request one (1) new panel of arbitrators. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing

contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the

failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the Union and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the Union position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the Union to challenge the handling or resolution of the grievance. When the Union representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article.

Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. The probationary period for newly hired employees will be for a period of one (1) year. The probationary period for bargaining unit employees promoted to the rank of District Chief will be for a period of six (6) months if they have satisfied their initial new hire probationary period. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

Section 2. Bargaining unit employees who do not satisfactorily complete their probationary period will be separated from employment without the right to grieve their separation; provided, however, that a bargaining unit employee promoted from the IAFF rank-and-file bargaining unit shall be returned to their former position in the IAFF rank-and-file bargaining unit if such return is allowed by the IAFF rank-and-file collective bargaining agreement.

Section 3. New hire probationary employees may not take vacation during the first six (6) months of their probationary period, unless approved by the Fire Chief or his/her designee.

Section 4. Probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

ARTICLE 8 - DUES DEDUCTION

Section 1. Any member of the Union who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the Union deducted from his/her wages. Dues shall be deducted on a bi-weekly basis ~~(first four pay periods of the month), unless a bi-weekly~~ (first two pay periods of the month) ~~payroll is adopted~~ and~~,~~ shall~~, thereafter,~~ be transmitted to the Union or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The Union will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail or e-mail notification, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the Union shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct Union fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the Union.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the Union will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The Union agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 9 - BULLETIN BOARDS

Section 1. The City will allow the Union to use bulletin board space for Union business in the District Chief's office. The board will be used only for the following notices: recreational and social affairs of the Union, Union meetings, Union elections, reports of Union committees, and other official Union communications. All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 10 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the Union, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the Union and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 11 - UNION BUSINESS

Section 1. The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to shop steward may be afforded time off with pay to perform their Union functions subject to prior approval of the Fire Chief, or his/her designee. This will be limited to the Steward and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department.

Section 2. The Union Steward may be allowed time off with pay to attend any and all meetings of the City Council, for issues which pertain to the bargaining unit, as long as this does not interfere with the operations of the Fire Department.

Section 3. All provisions of this Article require the prior approval of the Fire Chief, or his/her designee. Denials shall be grievable but not arbitrable.

ARTICLE 12 - SHIFT EXCHANGES

Section 1. Employees covered by this agreement shall be allowed to exchange shifts at the discretion of the Fire Chief or his/her designee. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee.

Section 2. A request to exchange shifts form shall be filled out, signed and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. The request shall include the date the employee requesting the shift exchange will pay the employee working the shift exchange back.

Section 3. Employees shall be limited to eight (8) shift exchanges per fiscal year. At the discretion of the Fire Chief, the eight shift limit may be increased for assignments or duties that may benefit the organization.

Section 4. The payback of the shift exchange shall be completed within six (6) months from the date of the original trade.

Section 5. Under no circumstances shall an employee pay another employee to work a shift exchange.

Section 6. The employee working the trade will not be eligible for vacation and if they are sick then their sick leave will be charged accordingly.

ARTICLE 13 - UNIFORMS

Section 1. The City shall provide bargaining unit employees with all uniforms, protective clothing, and equipment as required by the Department.

Section 2. The City shall replace all items as necessary, except when the item is damaged or lost as a result of the employee's negligence.

Section 3. Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

Section 4. The employee will maintain uniforms in a clean and presentable manner in accordance with the Department's Standard Operating Guidelines.

Section 5. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be provided a one hundred ($100.00) dollar shoe allowance, at the beginning of each fiscal year, to purchase shoes approved by the Fire Chief.

ARTICLE 14 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with notice of any proposed changes and an opportunity to meet and confer, upon the Union's request, over said changes.

ARTICLE 15 - WAGES

Section 1. ~~Effective the first payroll period of Fiscal Year 2021 the City shall provide bargaining unit members that are above the annual midpoint with a three percent (3%) wage increase and members that are below the midpoint a five percent (5%) wage increase. Effective the first payroll period of Fiscal Year 2022, bargaining unit members will receive a salary increase of seven (7%), or same across the board wage increase provided to IAFF if greater than 7%. Effective the first payroll period of Fiscal Year 2023, b~~Bargaining unit members will receive the following wage increases for Fiscal Year 2024 effective as follows:

Employee	10/2/2023	4/1/2024	Total
Bragg	9%	2.5%	11.5%
Redmond	5%	0%	5%
Seeber	9%	3%	12%

~~Edward Bragg ,8%~~

~~Thomas Redmond, 3%~~

~~Robert Seeber, 13.52%~~

Effective the first payroll period of Fiscal Year 2025, the City shall provide bargaining unit members with a 3% across the board wage increase or the same across the board wage increase provided to IAFF if grater than 3%, based on budgetary appropriations and Council budget adoption. For Fiscal Year 2026, wage increases will be established through he negotiations process.

The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	Grade	Annual Minimum	Annual Maximum
Fire District Chief Union	TU1	$~~74,750~~87,308	$~~109,954~~132,262

Section 2. Bargaining unit members newly hired must be hired by June 30 of the Fiscal Year to be eligible for the annual wage increase in the new Fiscal Year. The annual wage increase will be prorated on a quarterly basis as follows:

- Hire dates within October-December will receive 100% of increase.
- Hire dates within January – March will receive 66.6% of increase.
- Hire dates within April – June will receive 33.3% of increase.

~~employed for a partial fiscal year will receive a prorated wage increase equivalent to the number of full calendar months they were employed. For example, a District chief with a new hire date of June 15, will be eligible for 3/12 of the annual wage increase with counting months of July- September and new hire that starts on June 1 would receive 4/12 of the annual wage increase with counting the month of hire as a full month.~~

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximums for their pay grade. Once the maximum has been reached, the employee will receive a lump sum. There could be instances where the amount is split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Bargaining unit employees holding a valid Florida Paramedic certification and approved by the Medical Director and Fire Chief to be a "solo status"

Paramedic shall receive a minimum incentive pay of $261.00 bi-weekly so long as they maintain in good standing their certification and “solo status.” Such pay differential shall not be less than $30 bi-weekly above the Rank and File Solo Pay.

Section 6. The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to “Florida Firefighter Standards and Training” in Florida Statutes, Chapter 633, will continue to receive such amounts.

Section 7. The City reserves the right to provide bargaining unit employees with equity adjustment increases, as it deems necessary in its sole discretion. The Union shall be consulted prior to the City providing any such increases.

ARTICLE 16 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 24-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management. This Article and its subsections are intended to provide a basis for the scheduling of work and shall not be construed as limiting the right of the City to fix the number of hours of work either per day or per week for such employee. The City will establish the basic workweek and hours of work best suited to meet the needs of the Department and to provide superior service to the community. They are paid for job done which may require them to work outside the basic workweek.

Section 3. An average of 50 hours of work per week (Monday through Sunday) consisting of periods of 24 hours on duty, including meals and rest periods, followed by 24 hours off duty, 24 hours of duty, including meals and rest periods, followed by 24 hours off duty, 24 hours on duty, including meals and rest periods, followed by 96 hours off duty.

Section 4. Bargaining unit employees will earn one administrative day per month that has to be taken in the month it is earned and cannot be carried over to the

following month. Administrative days are an authorized planned absence from regularly scheduled work hours. The monthly administrative days for the ensuing year will be requested and approved by the Fire Chief or designee by the employee starting in December of the prior year. The approval of requests shall be based on factors including, but not limited to, operational needs, timeliness of request, etc. Administrative days may be changed with 30 days of advanced written notice.

Section 5. Bargaining unit employees may be provided compensatory time for additional hours outside of normal shift work at an earned rate of hour/hour and if agreed upon prior to by the Fire Chief or designee. The compensatory time may be accrued up to ninety-six (96) hours and may not be carried over a past a calendar year without prior approval from the Fire Chief. Such compensatory time shall never be paid out and must be used as time off. Compensatory time will be used first before using vacation time when leave is requested. When the compensatory leave balance can cover a 24-hour shift, the compensatory time will be used in lieu of pre-scheduled vacation hours.

Section 6. When a District Chief vacancy exists on a shift, and the shift is below minimum staffing for the day, the City may fill the District Chief vacancy with an employee covered by this Agreement as approved by the Fire Chief. If the City decides to fill a District Chief shift vacancy with an employee covered by this Agreement, the City shall compensate the employee at a fixed hourly non-pensionable rate of $~~40~~45.00. The process for filling a District Chief vacancy is covered under a Standard Operating Guideline (SOG). Nothing herein shall preclude the City from filling a District Chief vacancy with an employee not covered by this Agreement.

Section 7. Special project assignment pay shall be assigned by the Fire Chief or designee. Special project assignment pay will not exceed forty-eight (48) hours per fiscal

year at the agreed upon rate of pay per Section 6 of this Article. Special project pay will not count toward minimum staffing.

ARTICLE 17 - HOLIDAYS

Section 1. The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)
4. Memorial Day (Last Monday of May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Veteran's Day
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving (4th Friday in November)
10. Christmas Day (25th Day in December)

Section 2. Except as provided below, bargaining unit employees will be paid holiday pay for each of the ten above-listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Holiday pay shall be pensionable. Bargaining unit employees who are working a modified shift (light duty), Workers' Compensation, or are on a medical leave of absence on the day of the recognized holiday, will receive time off with pay for the holiday instead of holiday pay. In such cases, the employee's holiday pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours. Holiday pay shall be prorated for newly hired/promoted bargaining unit employees for holidays earned as a District Chief.

Section 3. Bargaining unit employees will be paid holiday pay in September in a separate check outside of regular payroll.

ARTICLE 18 - VACATION

Section 1. Bargaining unit employees on a 24-hour shift shall accrue vacation leave as follows:

Years of Service	# of Shifts	Monthly Accrual Rate (hours)	Maximum Calendar Year Carryover
1 – 5	9	18	432
6 – 10	10	20	480
11 – 15	11	22	528
16 and over	12	24	576

Bargaining unit employees converted to a 40-hour schedule shall accrue vacation as follows:

Years of Service	# Annual Hours	Monthly Accrual Rate (hours)
1-5	172.80	14.40
6-10	192.00	16.00
11-15	211.20	17.60
16 and over	230.40	19.20

Section 2. Vacation leave is an authorized planned absence from regularly scheduled work hours which has been approved by the Fire Chief, or designee. Therefore, bargaining unit employees must request and have prior approval from their supervisor in order to take vacation. Approval of vacation requests shall be based on factors including, but not limited to operational needs, timeliness of request; available accrued vacation time, etc.

Section 3. Any vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours.

Section 4. Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

Section 5. Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees submit a written notice fourteen (14) days in advance.

Section 6. In the event that an employee covered by this Agreement deceases, accrued vacation shifts, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

Section 7. If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

Section 8. A total of two year's accrual of vacation leave is the maximum number of hours that may be carried over from one (1) calendar year to the next. At the beginning of the first January pay period, the vacation leave balance of any employee that exceeds two year's accrual will be reduced to the number of hours for two years. If you fail to take vacation time within the calendar year, you will lose any leave over the two year accrual, except in extenuating circumstances as approved by the City Manager.

ARTICLE 19 - SICK LEAVE

Section 1. On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Accrual is unlimited. Bargaining Unit Members temporarily assigned to a forty (40) hour workweek will earn sick leave at the rate of eight (8) hours per month.

Section 2. Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, three (3) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

Section 3. Employees will notify the Fire Chief or designee at least one (1) hour before the start of their scheduled shift.

Section 4. Sick leave will be paid, as follows, in the event of termination by:

1. Resignation - Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) weeks advance notice of resignation.

2. Normal Retirement (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall

receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 100 % of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. Disability Retirement (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. Death - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate provided in section 4.2 above.

Section 5. A physician's note may be required in order to utilize sick leave to cover lost time from work if the employee is absent for more than two (2) consecutive shifts or there is a pattern of abuse.

Section 6. For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

ARTICLE 20 – RESERVED

ARTICLE 21 - PHYSICAL FITNESS

Section 1. Bargaining unit employees shall participate in any Department wellness/fitness program and they shall be allowed to work out on duty. The Bargaining Unit may have a member on the Department Wellness/Fitness Committee.

Section 2. Any injuries sustained while on duty participating in approved work out activities shall be considered job-related injuries.

ARTICLE 22 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

ARTICLE 23 - PHYSICAL EXAMINATIONS

Section 1. To ensure bargaining unit employees are medically and physically capable of performing their required duties and reduce the risk of injuries and illness. Bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

Section 2. Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or a designated Fit-for-Duty physician.

Section 3. Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 24 - TOBACCO FREE

All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco or non-prescribed nicotine products of any kind at all times, whether on or off duty. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 25 - SHIFT TRANSFER REQUESTS

When a vacancy occurs in a bargaining unit position, the senior member holding the same classification shall be given first consideration for transfer to that vacant position prior to the shift being assigned to a new hire or promoted employee. Employees in a probationary period status are not eligible for shift transfers, unless approved by the Fire Chief or his/her designee.

ARTICLE 26 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as follows:

Section 2. In accordance with the Pension Plan Ordinance, for those bargaining unit members that were in a general non-union position at the time the accrual "snapshot" (Pensionable Earnings Leave Balances - August 8, 2013) was taken for calculation of pensionable payouts. The leave balances (sick and vacation) shall be calculated based off a forty (40) hour rate of pay, rather than the fifty (50) hour rate of pay. All other compensation for pension purposes shall remain in accordance with the pension ordinance.

Section 3. Upon approval of pension ordinance, the plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to 60% of a member's average monthly salary if the disability occurs as the result of an active shooter event or mass killing.

Section 4. Any future proposed changes to the Plan will be done through the collective bargaining process.

ARTICLE 27 - SENIORITY

Seniority as used in this Agreement shall be defined as the period of time employed within District Chief classification. Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter “A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, than the third, and so on and so on.

ARTICLE 28 - PERSONNEL REDUCTION

Section 1. Reduction in force within the bargaining unit shall be in order of first employees who are in the DROP (Deferred Retirement Option Plan) Program and then employees by reverse seniority, with the bargaining unit employee having the least seniority being laid off first.

Section 2. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work. Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated with no further recall rights. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 29 - WORKING OUT OF CLASSIFICATION

~~In the event a bargaining unit member is required by the Fire Chief and/or City Manager to assume the duties and schedule of the Deputy Chief, they will receive seven and a half percent (7.5%) additional pay.~~

District Chiefs given signing authority during the absence of the Fire Chief will receive 7.5% additional pay for hours worked during the time they have signing authority or serving as acting Fire Chief.

ARTICLE 30 - JURY DUTY

Section 1. Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

Section 2. Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

ARTICLE 31 - BEREAVEMENT LEAVE

Section 1. In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at a funeral. Extensions of the seven (7) calendar day time frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

Section 2. The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

Section 3. A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 31.1. Bereavement leave will start the following day.

ARTICLE 32 - ASSIGNMENT DURING NON-JOB-RELATED DISABILITY

Section 1. In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job-related condition the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodation, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees' procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and or restrictions.

Section 2. The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

Section 3. Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise

required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

Section 4. In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

Section 5. Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior returning to their normal shift.

ARTICLE 33 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

Section 3. Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

Section 4. The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour workweek while working a modified Monday through Friday schedule.

ARTICLE 34 - PERSONNEL FILES

Section 1. Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

Section 2. Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

Section 3. The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy if provided to the employee.

ARTICLE 35 - DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30,~~2023~~2026. For Fiscal ~~y~~Years ~~2022 and 2023~~2026, the parties agree to re-open Article 15 Wages. ~~For Fiscal Year 2022, each party shall have the option to re-open one additional article.~~ It is specifically agreed between the parties that no wage increase shall be made after September 30, ~~2023~~ 2026 unless agreed to by the parties.

Section 2. If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	TEAMSTERS LOCAL UNION #769
_____	_____
MICHAEL BLAKE, MAYOR	STEVE MYERS, BUSINESS AGENT
_____	_____
STOCKTON WHITTEN CITY MANAGER	TOM REDMOND, DISTRICT CHIEF
_____	_____
DATE SIGNED	DATE SIGNED

AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

TEAMSTERS LOCAL UNION # 769

REPRESENTING

COCOA FIRE DISTRICT CHIEFS

Fiscal Years 2023-24, 2024-25, and 2025-26

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, Florida, hereafter referred to as the “City” and the Teamsters Local Union No. 769, hereafter referred to as the “Union.”

ARTICLE 1 - RECOGNITION

The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment as provided in Section 447.309(1), Florida Statutes for all regular, full-time Fire Department employees in the classification of District Chief as determined by the Public Employees Relations Commission in Certification No. 1912.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. Neither the Union nor the City shall unlawfully discriminate against any employee on the basis of race, color, religion, age, sex, disability, marital status, political affiliation, national origin, or union membership or non-membership. The use in this Agreement of the designation “he” in referring to an employee shall mean “he” or “she” wherever used.

Section 2. Nothing contained in this Article or elsewhere in this Agreement shall restrict the City from taking any lawful action to implement equal employment opportunity and affirmative action.

Section 3. No bargaining unit member will be discriminated against on the basis of status protected by applicable law (including union or non-union status.) However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is, in addition to existing and adequate procedures established by the State of Florida and the Federal government. Accordingly, it is agreed that allegations of employment discrimination prohibited by this Article shall be processed either through the City’s internal procedure or in accordance with state or federal law, and cannot be processed through the contractual grievance procedure.

ARTICLE 3 - SEVERABILITY

Section 1. If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union, and attempt to agree upon a replacement article or articles.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. Except as specifically restricted by the provisions of this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

A. Determine the purpose and organizational structure of the Fire/Rescue Service;

B. Exercise control and discretion over the organization and efficiency of operations of the Fire/Rescue Service;

C. Decide the scope of the service and set performance standards for service to be offered to the public;

D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;

E. Determine the location (including the location and number of stations), methods, means and personnel by which operations are to be conducted;

F. Change or modify duties, tasks, responsibilities or job descriptions due to operational requirements of the Fire/Rescue Service;

G. Transfer, assign, schedule employees in positions within the organizational structure of the City and the Fire/Rescue Service;

H. Change or modify the number, types, and grades of positions or employees assigned to an organization, unit, division, department, or project;

I. Formulate, issue, amend or delete policies, procedures, and rules;

J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for employment;

K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;

L. Lay off and/or relieve employees from duty due to lack of work or lack of funding;

M. Recall employees in accordance with City policies;

N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training;

O. Formulate and/or amend job descriptions;

P. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

Q. Create, expand, reduce, alter, combine, assign, or cease any job;

R. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

S. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any function, shift, station or piece of equipment;

T. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

U. Contract and subcontract existing and future work;

V. Maintain the efficiency of the operations of the Department;

W. Exercise any other management rights as set forth in Chapter 447, Florida Statutes and/or as determined by the Public Employees Relations Commission or a Court of competent jurisdiction;

X. Have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

Section 2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 3. If, in the sole discretion of the City Manager, or in his/her absence the City official so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 - RULES AND REGULATIONS

Section 1. The City shall make available electronically to all Departmental policies and procedures, City Employee Handbook, and/or City policies, Safety Manual, Workers' Compensation Managed Care Arrangement, and any future amendments thereto. Copies shall also be provided to the Union.

Section 2. Except as modified by a specific provision of this Agreement, bargaining unit employees shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Employee Handbook, the Safety Manual and the Managed Care Arrangement, and any amendments thereto. This Agreement shall prevail in any conflict. "Conflict" as used herein defines a condition created when the enforcement of one provision requires the violation of another provision. A simple overlapping of provisions does not necessarily create a conflict between the provisions.

Section 3. Should the City and/or the Department exercise its right to formulate, amend, revise, delete and/or implement any rules, regulations, policies, procedures and practices, the City or the Department shall provide a copy of a new or amended rule, regulation policy, procedure, or practice to the Union at least twenty (20) days prior to the proposed implementation. The Union shall be provided an opportunity, upon its request, to impact bargain (which shall include the identity of the impacts) such changes with the City regarding the City's proposed action prior to the twenty (20) days of proposed effective date of such action. The City and/or Department may grant the union additional days upon written request.

Section 4. The City shall furnish an electronic copy of this Agreement to all bargaining unit employees who are covered by said Agreement, at no cost to the

employee or the Union within thirty (30) days after said agreement is ratified by all parties. In addition, all newly hired employees who are covered by this Agreement shall be furnished an electronic copy of said agreement, at no cost to the newly hired employee or the Union within thirty (30) days of their employment.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURES

A. GRIEVANCE:

Section 1. It is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application or interpretation of this Agreement. Grievances are limited to claims arising during the effective dates of this Agreement which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No dispute, claim or complaint or other matter not meeting this definition shall be processed by the City.

Section 2. Prior to filing a grievance, the bargaining unit employee may notify his/her supervisor of his/her intent to file a grievance within ten (10) calendar days. This does not modify the other time limits contained in this article.

Section 3. The City agrees that the Union representative may adjust grievances while on duty. The Union agrees not to abuse this privilege. The Union will provide the City with the name of its representative and his or her alternate assigned to adjust grievances.

Section 4. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. If the time limits are not extended and the bargaining unit employee or Union does not initiate the grievance or appeal a decision of management within the time limits specified, the grievance shall be dismissed. If the City does not render a decision within the time limits specified, the grievance will advance automatically to the next step. Both parties may agree to by-pass or extend any step of the grievance procedure by mutual consent.

Section 5. Grievances shall be processed in accordance with the following procedures:

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the limits provided for the submission of grievances in Step 1, and shall be signed by the aggrieved employees and/or the Union representative on their behalf if they so desire.

STEP 1: Within ten (10) calendar days of the date the employee or the Union knew or should have known of the incident or occurrence giving rise to the grievance, the employee must submit the grievance, in writing, to the Assistant Fire Chief. The written grievance shall identify the specific provisions of this Agreement allegedly violated, provide factually specific data in support of the grievance, including management actions that allegedly violated the Agreement, and state the relief requested. The Assistant Fire Chief shall respond to the grievance in writing within ten (10) calendar days of the receipt of the grievance.

STEP 2: If the grievance has not been satisfactorily resolved in Step 1, the bargaining unit employee, or the Union representative if the employee so wished his/her assistance, may present such grievance to the Fire Chief or his/her designee. The grievance must be presented to the Fire Chief or his/her designee within ten (10) calendar days from the date the Assistant Fire Chief's response was due or received, whichever is earlier in Step 1. The Fire Chief or his/her designee shall meet with the bargaining unit employee, and the Union representative if the employee wishes, within ten (10) calendar days. The Fire Chief or his/her designee shall respond in writing within ten (10) calendar days from the date from the receipt of the grievance.

STEP 3: If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit employee, or the Union representative if the employee so wishes his/her assistance, may present such grievance to the City Manager within ten (10) calendar days. The City Manager or his designee shall meet with the bargaining unit employee and the Union representative if the employee wishes, within ten (10) calendar days of the date the Fire Chief's response was due or received, whichever is earlier, in Step 2. The City Manager or his designee shall respond in writing within ten (10) calendar days from the date of the appeal to the City Manager.

B. ARBITRATION:

Section 1. Any grievance not resolved in the grievance procedure may be referred to arbitration by written notice to the City Manager, attaching a copy of the written grievance, within ten (10) calendar days of the date the response was due in Step 3 from the City Manager or his/her designee. Any grievance not referred to arbitration within ten (10) calendar days shall be considered settled on the basis of the City's last response and shall not be arbitral.

Section 2. The parties agree that they will select an arbitrator in accordance with the selection criteria of the Federal Mediation and Conciliation Service ("FMCS"), the sole function of that body being to assist in the selection of the arbitrator. The FMCS Request for Arbitration Panel form must be submitted by the party requesting arbitration within ten (10) calendar days of the party's demand for arbitration. The request shall be for a list of seven (7) qualified arbitrators from the FMCS. Each party has the right to request one (1) new panel of arbitrators. The Union and the City will alternately strike one name at a time from the panel, with the party requesting arbitration striking first, until only one (1) name remains. That person shall be the designated arbitrator. Nothing

contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedure unassisted.

Section 3. The arbitrator shall only have the jurisdiction and authority to hear a grievance as defined in this Article, and which has been properly advanced to arbitration. The arbitrator shall have no authority to expand the definition of a grievance herein, and shall have no authority to expand any of the time limits set forth herein. The arbitrator's decision shall be final and binding on both parties subject to any court review allowable by applicable law.

Section 4. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto, nor shall the award directly or indirectly change, modify or ignore any of the terms of this Agreement.

Section 5. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined in this Article, or which is not covered by this Agreement.

Section 6. The arbitrator shall confine himself or herself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator made in accordance with the jurisdiction authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the hearing.

Section 7. It is contemplated that the City and the bargaining unit employee, the bargaining unit representative or legal counsel shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. If this is done, the arbitrator shall confine his or her decision to the particular matter thus specified. In the event of the

failure of the parties to so agree on a statement of issue to be submitted, each party shall submit its own. Under no circumstances shall the issues to be arbitrated be expanded from the issues specifically set forth in the original grievance filed at Step 1 of the grievance procedure. Each party shall bear the expense of its own witnesses and its own representatives. The expenses of the impartial arbitrator shall be borne equally by the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

Section 8. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other cases. Moreover, no settlement reached between the City and the Union and/or the City and its employees may be used as precedence or as evidence of disparate treatment in any subsequent case.

Section 9. Nothing contained in this Article shall prevent any employee covered by this Agreement from processing his or her own grievance through the grievance procedures unassisted. However, the bargaining unit representative shall have a right to inquire of the status of the grievance, have notice of and attend grievance meetings, present the Union position, if any, and be informed of the resolution of the grievance. The bargaining unit representative's failure to inquire or attend shall not be a basis for the Union to challenge the handling or resolution of the grievance. When the Union representative attends a grievance meeting, he or she shall not interfere with the orderly conduct of the meeting.

C. CITY GRIEVANCE PROCESS:

This Article sets forth the exclusive mechanism for resolving grievances as defined by this Article, and bargaining unit employees may not file a grievance under the City's personnel policies over any matter meeting the definition of a grievance under this Article.

Bargaining unit employees may file a grievance under the City's Employee Handbook over any matter not meeting the definition of a grievance under this Article, and therefore excluded from the grievance and arbitration procedures of this Agreement, such as discipline and discharge.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. The probationary period for newly hired employees will be for a period of one (1) year. The probationary period for bargaining unit employees promoted to the rank of District Chief will be for a period of six (6) months if they have satisfied their initial new hire probationary period. In the event a bargaining unit employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

Section 2. Bargaining unit employees who do not satisfactorily complete their probationary period will be separated from employment without the right to grieve their separation; provided, however, that a bargaining unit employee promoted from the IAFF rank-and-file bargaining unit shall be returned to their former position in the IAFF rank-and-file bargaining unit if such return is allowed by the IAFF rank-and-file collective bargaining agreement.

Section 3. New hire probationary employees may not take vacation during the first six (6) months of their probationary period, unless approved by the Fire Chief or his/her designee.

Section 4. Probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

ARTICLE 8 - DUES DEDUCTION

Section 1. Any member of the Union who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the Union deducted from his/her wages. Dues shall be deducted on a bi-weekly basis (first two pay periods of the month) and shall be transmitted to the Union or its designated depository. Dues shall be remitted monthly along with a list containing the name, social security number, and the amount deducted, of the bargaining unit members for which remittance is made. The City, however, shall have no responsibility or liability for the improper deduction of any dues. The Union will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Division, via certified mail or e-mail notification, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30) days in advance. Further, the Union shall hold the City harmless for any errors in the administration of the dues deduction system. Under no circumstances shall the City be required to deduct Union fines, penalties, or non-uniform special assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City, with a copy to the Union.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the Union will be deducted from the employee's last paycheck.

Section 4. No deduction shall be made from the pay of any employee during any payroll period in which the employee's net earnings for the payroll period are less than the amount of dues to be paid.

Section 5. The Union agrees to hold and save the City safe and harmless from any and all judgments, suits, actions, orders, etc., which may arise because of the City's actions under the provisions of this Article.

ARTICLE 9 - BULLETIN BOARDS

Section 1. The City will allow the Union to use bulletin board space for Union business in the District Chief's office. The board will be used only for the following notices: recreational and social affairs of the Union, Union meetings, Union elections, reports of Union committees, and other official Union communications. All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current. Notices and announcements shall not contain anything political or controversial, or reflecting negatively upon the City, any of its officials or employees. No material, notices or announcements which violate the provisions of this Section shall be posted. Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 10 - STRIKES AND LOCKOUTS

Section 1. There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work by the bargaining unit employees presented by the Union, and there will be no lockouts by the City for the duration of this Agreement.

Section 2. It is recognized by the parties that the City is responsible for any engagement in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that, in the event of any violation of this section, the City shall be entitled to seek and obtain immediate injunctive relief, together with such other remedies it may have, either separately or simultaneously. It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this section if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the Union and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 11 - UNION BUSINESS

Section 1. The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to shop steward may be afforded time off with pay to perform their Union functions subject to prior approval of the Fire Chief, or his/her designee. This will be limited to the Steward and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department.

Section 2. The Union Steward may be allowed time off with pay to attend any and all meetings of the City Council, for issues which pertain to the bargaining unit, as long as this does not interfere with the operations of the Fire Department.

Section 3. All provisions of this Article require the prior approval of the Fire Chief, or his/her designee. Denials shall be grievable but not arbitrable.

ARTICLE 12 - SHIFT EXCHANGES

Section 1. Employees covered by this agreement shall be allowed to exchange shifts at the discretion of the Fire Chief or his/her designee. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee.

Section 2. A request to exchange shifts form shall be filled out, signed and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. The request shall include the date the employee requesting the shift exchange will pay the employee working the shift exchange back.

Section 3. Employees shall be limited to eight (8) shift exchanges per fiscal year. At the discretion of the Fire Chief, the eight shift limit may be increased for assignments or duties that may benefit the organization.

Section 4. The payback of the shift exchange shall be completed within six (6) months from the date of the original trade.

Section 5. Under no circumstances shall an employee pay another employee to work a shift exchange.

Section 6. The employee working the trade will not be eligible for vacation and if they are sick then their sick leave will be charged accordingly.

ARTICLE 13 - UNIFORMS

Section 1. The City shall provide bargaining unit employees with all uniforms, protective clothing, and equipment as required by the Department.

Section 2. The City shall replace all items as necessary, except when the item is damaged or lost as a result of the employee's negligence.

Section 3. Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

Section 4. The employee will maintain uniforms in a clean and presentable manner in accordance with the Department's Standard Operating Guidelines.

Section 5. The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, if broken or lost on duty, through no negligence of the bargaining unit employee, and provided it is reported while the bargaining unit employee is still on duty. Any claims made after the bargaining unit employee goes off duty will not be considered. Members of the bargaining unit will be provided a one hundred ($100.00) dollar shoe allowance, at the beginning of each fiscal year, to purchase shoes approved by the Fire Chief.

ARTICLE 14 - INSURANCE

The City will provide group health insurance to bargaining unit employees on the same basis as such is provided to other City employees. No changes shall be made to existing benefits and/or premiums without first providing the Union with notice of any proposed changes and an opportunity to meet and confer, upon the Union's request, over said changes.

ARTICLE 15 - WAGES

Section 1. Bargaining unit members will receive the following wage increases for Fiscal Year 2024 effective as follows:

Employee	10/2/2023	4/1/2024	Total
Bragg	9%	2.5%	11.5%
Redmond	5%	0%	5%
Seeber	9%	3%	12%

Effective the first payroll period of Fiscal Year 2025, the City shall provide bargaining unit members with a 3% across the board wage increase or the same across the board wage increase provided to IAFF if greater than 3%, based on budgetary appropriations and Council budget adoption. For Fiscal Year 2026, wage increases will be established through the negotiations process.

The City shall establish a Wage Plan for bargaining unit employees as set forth below:

Classification	**Grade**	**Annual Minimum**	**Annual Maximum**
Fire District Chief Union	TU1	$87,308	$132,262

Section 2. Bargaining unit members newly hired must be hired by June 30 of the Fiscal Year to be eligible for the annual wage increase in the new Fiscal Year. The annual wage increase will be prorated on a quarterly basis as follows:

- Hire dates within October-December will receive 100% of increase.
- Hire dates within January – March will receive 66.6% of increase.
- Hire dates within April – June will receive 33.3% of increase.

Section 3. No increases will be given upon the expiration of this contract until another contract has been ratified or imposed.

Section 4. Under no circumstances will employees be eligible to receive a wage increase above the maximums for their pay grade. Once the maximum has been reached, the employee will receive a lump sum. There could be instances where the amount is split between an hourly rate increase and a lump sum payment when the employee reaches the maximum pay grade.

Section 5. Bargaining unit employees holding a valid Florida Paramedic certification and approved by the Medical Director and Fire Chief to be a “solo status” Paramedic shall receive a minimum incentive pay of $261.00 bi-weekly so long as they maintain in good standing their certification and “solo status.” Such pay differential shall not be less than $30 bi-weekly above the Rank and File Solo Pay.

Section 6. The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to “Florida Firefighter Standards and Training” in Florida Statutes, Chapter 633, will continue to receive such amounts.

Section 7. The City reserves the right to provide bargaining unit employees with equity adjustment increases, as it deems necessary in its sole discretion. The Union shall be consulted prior to the City providing any such increases.

ARTICLE 16 - HOURS OF WORK

Section 1. Bargaining unit employees are primarily responsible for performing non-manual work directly related to management policies or the general operations of the Department, or are primarily responsible for managing a unit within the Department, including the supervision of two or more employees. Bargaining unit employees also regularly exercise discretion and independent judgment in performing their job duties. Moreover, bargaining unit employees are paid on a salary basis, and that nothing in this Agreement is intended to convert the bargaining unit employees to hourly employees. It is therefore understood and agreed that bargaining unit employees are exempt from the overtime requirements of the Fair Labor Standards Act.

Section 2. Bargaining unit employees will normally be assigned to work 24-hour shifts. Bargaining unit employees may be required to work additional hours as deemed necessary by management. This Article and its subsections are intended to provide a basis for the scheduling of work and shall not be construed as limiting the right of the City to fix the number of hours of work either per day or per week for such employee. The City will establish the basic workweek and hours of work best suited to meet the needs of the Department and to provide superior service to the community. They are paid for job done which may require them to work outside the basic workweek.

Section 3. An average of 50 hours of work per week (Monday through Sunday) consisting of periods of 24 hours on duty, including meals and rest periods, followed by 24 hours off duty, 24 hours of duty, including meals and rest periods, followed by 24 hours off duty, 24 hours on duty, including meals and rest periods, followed by 96 hours off duty.

Section 4. Bargaining unit employees will earn one administrative day per month that has to be taken in the month it is earned and cannot be carried over to the

following month. Administrative days are an authorized planned absence from regularly scheduled work hours. The monthly administrative days for the ensuing year will be requested and approved by the Fire Chief or designee by the employee starting in December of the prior year. The approval of requests shall be based on factors including, but not limited to, operational needs, timeliness of request, etc. Administrative days may be changed with 30 days of advanced written notice.

Section 5. Bargaining unit employees may be provided compensatory time for additional hours outside of normal shift work at an earned rate of hour/hour and if agreed upon prior to by the Fire Chief or designee. The compensatory time may be accrued up to ninety-six (96) hours and may not be carried over a past a calendar year without prior approval from the Fire Chief. Such compensatory time shall never be paid out and must be used as time off. Compensatory time will be used first before using vacation time when leave is requested. When the compensatory leave balance can cover a 24-hour shift, the compensatory time will be used in lieu of pre-scheduled vacation hours.

Section 6. When a District Chief vacancy exists on a shift, and the shift is below minimum staffing for the day, the City may fill the District Chief vacancy with an employee covered by this Agreement as approved by the Fire Chief. If the City decides to fill a District Chief shift vacancy with an employee covered by this Agreement, the City shall compensate the employee at a fixed hourly non-pensionable rate of $45.00. The process for filling a District Chief vacancy is covered under a Standard Operating Guideline (SOG). Nothing herein shall preclude the City from filling a District Chief vacancy with an employee not covered by this Agreement.

Section 7. Special project assignment pay shall be assigned by the Fire Chief or designee. Special project assignment pay will not exceed forty-eight (48) hours per fiscal

year at the agreed upon rate of pay per Section 6 of this Article. Special project pay will not count toward minimum staffing.

ARTICLE 17 - HOLIDAYS

Section 1. The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.’s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)
4. Memorial Day (Last Monday of May)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Veteran's Day
8. Thanksgiving Day (4th Thursday in November)
9. Day after Thanksgiving (4th Friday in November)
10. Christmas Day (25th Day in December)

Section 2. Except as provided below, bargaining unit employees will be paid holiday pay for each of the ten above-listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Holiday pay shall be pensionable. Bargaining unit employees who are working a modified shift (light duty), Workers’ Compensation, or are on a medical leave of absence on the day of the recognized holiday, will receive time off with pay for the holiday instead of holiday pay. In such cases, the employee's holiday pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours. Holiday pay shall be prorated for newly hired/promoted bargaining unit employees for holidays earned as a District Chief.

Section 3. Bargaining unit employees will be paid holiday pay in September in a separate check outside of regular payroll.

ARTICLE 18 - VACATION

Section 1. Bargaining unit employees on a 24-hour shift shall accrue vacation leave as follows:

Years of Service	# of Shifts	Monthly Accrual Rate (hours)	Maximum Calendar Year Carryover
1 – 5	9	18	432
6 – 10	10	20	480
11 – 15	11	22	528
16 and over	12	24	576

Bargaining unit employees converted to a 40-hour schedule shall accrue vacation as follows:

Years of Service	# Annual Hours	Monthly Accrual Rate (hours)
1-5	172.80	14.40
6-10	192.00	16.00
11-15	211.20	17.60
16 and over	230.40	19.20

Section 2. Vacation leave is an authorized planned absence from regularly scheduled work hours which has been approved by the Fire Chief, or designee. Therefore, bargaining unit employees must request and have prior approval from their supervisor in order to take vacation. Approval of vacation requests shall be based on factors including, but not limited to operational needs, timeliness of request; available accrued vacation time, etc.

Section 3. Any vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours.

Section 4. Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

Section 5. Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees submit a written notice fourteen (14) days in advance.

Section 6. In the event that an employee covered by this Agreement deceases, accrued vacation shifts, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

Section 7. If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

Section 8. A total of two year's accrual of vacation leave is the maximum number of hours that may be carried over from one (1) calendar year to the next. At the beginning of the first January pay period, the vacation leave balance of any employee that exceeds two year's accrual will be reduced to the number of hours for two years. If you fail to take vacation time within the calendar year, you will lose any leave over the two year accrual, except in extenuating circumstances as approved by the City Manager.

ARTICLE 19 - SICK LEAVE

Section 1. On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Accrual is unlimited. Bargaining Unit Members temporarily assigned to a forty (40) hour workweek will earn sick leave at the rate of eight (8) hours per month.

Section 2. Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, three (3) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

Section 3. Employees will notify the Fire Chief or designee at least one (1) hour before the start of their scheduled shift.

Section 4. Sick leave will be paid, as follows, in the event of termination by:

1. Resignation - Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) weeks advance notice of resignation.

2. Normal Retirement (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall

receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 100 % of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. Disability Retirement (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. Death - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate provided in section 4.2 above.

Section 5. A physician’s note may be required in order to utilize sick leave to cover lost time from work if the employee is absent for more than two (2) consecutive shifts or there is a pattern of abuse.

Section 6. For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

ARTICLE 20 – RESERVED

ARTICLE 21 - PHYSICAL FITNESS

Section 1. Bargaining unit employees shall participate in any Department wellness/fitness program and they shall be allowed to work out on duty. The Bargaining Unit may have a member on the Department Wellness/Fitness Committee.

Section 2. Any injuries sustained while on duty participating in approved work out activities shall be considered job-related injuries.

ARTICLE 22 - DRUG TESTING

Section 1. The City and the Union mutually agree that the use of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if an employee is under the influence of drugs and alcohol. The purpose of this Article is to:

A. Promote the goal of a drug-free workplace through fair and reasonable drug testing methods for protection of employees covered by this Agreement and the City.

B. Provide employees who have drug use problems with an opportunity to participate in an employee assistance program or an alcohol and drug rehabilitation program.

C. Provide for confidentiality of testing results.

ARTICLE 23 - PHYSICAL EXAMINATIONS

Section 1. To ensure bargaining unit employees are medically and physically capable of performing their required duties and reduce the risk of injuries and illness. Bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

Section 2. Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or a designated Fit-for-Duty physician.

Section 3. Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 24 - TOBACCO FREE

All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco or non-prescribed nicotine products of any kind at all times, whether on or off duty. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 25 - SHIFT TRANSFER REQUESTS

When a vacancy occurs in a bargaining unit position, the senior member holding the same classification shall be given first consideration for transfer to that vacant position prior to the shift being assigned to a new hire or promoted employee. Employees in a probationary period status are not eligible for shift transfers, unless approved by the Fire Chief or his/her designee.

ARTICLE 26 - PENSION

Section 1. Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as follows:

Section 2. In accordance with the Pension Plan Ordinance, for those bargaining unit members that were in a general non-union position at the time the accrual "snapshot" (Pensionable Earnings Leave Balances - August 8, 2013) was taken for calculation of pensionable payouts. The leave balances (sick and vacation) shall be calculated based off a forty (40) hour rate of pay, rather than the fifty (50) hour rate of pay. All other compensation for pension purposes shall remain in accordance with the pension ordinance.

Section 3. Upon approval of pension ordinance, the plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to 60% of a member's average monthly salary if the disability occurs as the result of an active shooter event or mass killing.

Section 4. Any future proposed changes to the Plan will be done through the collective bargaining process.

ARTICLE 27 - SENIORITY

Seniority as used in this Agreement shall be defined as the period of time employed within District Chief classification. Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter “A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, than the third, and so on and so on.

ARTICLE 28 - PERSONNEL REDUCTION

Section 1. Reduction in force within the bargaining unit shall be in order of first employees who are in the DROP (Deferred Retirement Option Plan) Program and then employees by reverse seniority, with the bargaining unit employee having the least seniority being laid off first.

Section 2. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work. Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated with no further recall rights. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 29 - WORKING OUT OF CLASSIFICATION

District Chiefs given signing authority during the absence of the Fire Chief will receive 7.5% additional pay for hours worked during the time they have signing authority or serving as acting Fire Chief.

ARTICLE 30 - JURY DUTY

Section 1. Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

Section 2. Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

ARTICLE 31 - BEREAVEMENT LEAVE

Section 1. In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at a funeral. Extensions of the seven (7) calendar day time frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

Section 2. The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. The death of relatives who functioned as part of the immediate family who resided in the member's household may qualify for bereavement leave, at the discretion of the Fire Chief.

Section 3. A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 31.1. Bereavement leave will start the following day.

ARTICLE 32 - ASSIGNMENT DURING NON-JOB-RELATED DISABILITY

Section 1. In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job-related condition the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodation, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees' procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and or restrictions.

Section 2. The Fire Chief, or his/her designee, shall have the sole discretion to determine whether there is work to be done at the department level. Such requests for light duty assignments (off the job injuries) shall be reviewed on a case-by-case basis and is not a guarantee of paid employment. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

Section 3. Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise

required by applicable law. In the event there is limited light duty work preference shall be afforded to bargaining unit employees with a job-related injury or condition. Extensions to this time period must be approved by the Fire Chief and the City Manager and documented in writing.

Section 4. In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

Section 5. Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior returning to their normal shift.

ARTICLE 33 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

Section 1. The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

Section 2. All cases of accident or injury occurring on the job shall be reported immediately to supervision in accordance with statutory provisions and the provisions of the City of Cocoa Safety manual using the appropriate City forms.

Section 3. Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

Section 4. The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his discretion, extend the period of time that the City will supplement the workers' compensation wage benefit: the City Manager's decision in this regard shall not be grievable. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

Section 5. Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

Section 6. Injured bargaining unit employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

Section 7. In accordance with the provisions of the City's Return to Work Program, a bargaining unit employee will be returned to modified duty following an on-the-job accident, in his own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour workweek while working a modified Monday through Friday schedule.

ARTICLE 34 - PERSONNEL FILES

Section 1. Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

Section 2. Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

Section 3. The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy if provided to the employee.

ARTICLE 35 - DURATION

Section 1. This entire Agreement shall become effective upon ratification by the Union and the City Council, except where otherwise specified herein, and remain in effect up to and including September 30,2026. For Fiscal Year 2026, the parties agree to re-open Article 15 Wages. It is specifically agreed between the parties that no wage increase shall be made after September 30, 2026 unless agreed to by the parties.

Section 2. If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least one hundred twenty (120) days prior to the expiration date of this Agreement. Such notice shall contain the Title(s) or the Article(s) the parties wish to add, alter, or amend. Only those Articles will be subject to negotiation.

Section 3. Within thirty (30) days following receipt of such notice, unless there is mutual agreement to the contrary, the City and the Union shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	TEAMSTERS LOCAL UNION #769
_____	_____
MICHAEL BLAKE, MAYOR	STEVE MYERS, BUSINESS AGENT
_____	_____
STOCKTON WHITTEN CITY MANAGER	TOM REDMOND, DISTRICT CHIEF
_____	_____
DATE SIGNED	DATE SIGNED

Legislation Details (With Text)

File #:	24-149	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/15/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2024-2025 CDBG and HOME program funding. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CAPER AD 12-29-23.pdf Citizen Participation Plan.pdf Committee Review Score 2023.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: 3/15/2024.
Agenda Date: 3/26/2024.
Prepared By: Florence Torbert, Housing Program Coordinator
Through: Charlene Neuterman, Community Services Director
Requested Action:
Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2024-2025 CDBG and HOME program funding.

BACKGROUND:

For Fiscal Year 2024-2025, and based on last's year's allocation, the City anticipates receiving $128,609 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $76,044 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County.

The use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slums or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and

necessary expenses related to the development of non-luxury housing, including site acquisition or improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities, 7.43 percent is available for staff administration and the remaining allocation towards eligible HOME activities (2.57 percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. The FY 2022-2027 Five (5) Year Consolidated Plan was adopted in 2022 and the one (1) year FY2023/2024 Action Plan was adopted in 2023. The FY 2024-2025 Action Plan will be submitted to **Brevard County by July 23, 2024 for submission to HUD**.

Staff advertised a notice of funding availability along with a Request for Proposals (proposals) using the anticipated grant allocations. In addition to city staff generated requests, five (5) proposals were received. All proposals were reviewed at a publicly noticed meeting by a staff review committee. The committee consisted of: Tiffany Bonadio, Public Information Coordinator, David Radford, Senior Budget Analyst, Marcia Markham Housing Program Coordinator, Florence Torbert, Housing Program Coordinator, Connor Williams, Grant Writer/Economic Development Specialist, Charlene Neuterman, Community Services Director.

Proposals were reviewed and evaluated according to the criteria below:

A. Introduction (maximum of 10 points)
B. Demonstration of Need (maximum of 15 points)
C. Description of Target Clientele (maximum of 10 points)
D. Measurable Outcomes (maximum of 5 points)
E. Consolidated Plan Consistency (maximum of 10 points)
F. Organizational Capacity and Capability (maximum of 15 points)
G. Leveraging (maximum of 10 points)
H. Financial Capacity (maximum of 20 points)
I. Past Performance (maximum of 20 points)

The five (5) agencies that requested CDBG public service dollars were ranked by committee members as follows:

AGENCY NAME:	Tiffany Bonadio	David Radford*	Marcia Markham	Florence Torbert	Connor Williams	Charlene Neuterman	**TOTAL PTS:**	**AVG SCORE:**
Family Promise **1**	95	72	97	94	95	92	545	90.8
Central Brevard Sharing Ctr. **2**	96	85	85	91	91	90	538	89.7
Salvation Army **3**	87	86	80	90	83	80	506	84.3
Aging Matters **4**	88	77	87	82	79	75	488	81.3
Housing for Homeless **5**	65	47	60	66	59	63	360	60.0

* David Radford, Senior Budget Analyst reviewed and ranked Financial Capacity, his score was added to each of the reviewers scores.

Of the five (5) proposals submitted, four (4) requested public service funds related to the CDBG Program. The total amount of funds requested was **$91,657** and the City will have approximately **$19,291.35** available to support public services. As noted in the RFP, the minimum funding was listed at **$3,000**.

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

CDBG Public Services - Maximum 15% allowed $19,291.35			
Name of Agen	**Description of provided**	**Amount Requested**	**Amount Recommended**
Family Promise	Transitional Hous	$10,177	$5,291.35*
Brevard Sharing	Preparing meals	$10,000	$5,000.00*
Salvation Army	Domestic Violenc	$4,000	$5,000.00*
Aging Matters	Providing for the	$17,480	$4,000.00*
Housing for Hom	Provide affordabl	$50,000	$0.00
CDBG SECTION 108 Payments - $83,595.85			
Section 108 Loa Program	Repayment of Section 108 Loar	N/A	$83,595.85*
CDBG Administration - 20% - $25,721.80			
City Staff	Salaries	N/A	$24,721.80*
Fair Housing		N/A	$ 1,000
Total CDBG Allocation			***$128,609***

HOME Administration- 7.43%* Brevard County Staff Admin 2.57%* - Total Admin 10			
Brevard County Staff	County admin of HOM	N/A	$1,954.33*
City Staff Admin	City Staff salaries	N/A	$5,650.07*
HOME CHDO & Housing Set Aside - $79,466*			
CHDO Housing Activi	15% Mandatory CHD	N/A	$11,406.60*
Homebuyer Assistanc Program	Homebuyer Assistanc	N/A	$57,033.00*
Total HOME Allocation			***$76,044***
****The award will be modified if any increase or decrease to funding occurs.***			

Housing for Homeless was a first-time applicant with the City of Cocoa. After the review committee scored the application, funding was not recommended. Staff provided additional technical assistance to try to strengthen their application and encouraged them to reapply next year.

As required by the City's Citizen Participation Plan, staff is requesting City Council hold a Public Hearing to obtain citizen input and comments on housing and community development needs and approve recommendations on FY 2024-2025 CDBG and HOME Program funding. Upon the City Council's approval, a 30-day public comment notice listing proposed projects along with the corresponding Action Plan will be advertised in the Florida Today newspaper. The notice will also

inform the public of the date of the second and final Public Hearing, which will be held after June 1, 2024.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

No budget impact to the current Fiscal Year 2024 Budget as the allocations will take effect in Fiscal Year 2025, beginning October 1, 2024.
N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Conduct a Public Hearing to obtain citizen input and comments on housing and community services needs and approve recommendations on the FY 2024-2025 CDBG and HOME program funding.

Ad Preview

AD#9651453 12/29/2023, 01/05/2024

NOTICE OF FUNDING AVAILABILITY
CITY OF COCOA
COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) & HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

The City of Cocoa expects to receive an estimated $128,609.00 in CDBG funds and $67,000.00 in HOME Program funds for Fiscal Year 2024-2025. The overall purpose of the CDBG program is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low/moderate income. Eligible activities include public services, public facilities and improvements, housing, code enforcement, clearance and demolition, economic development, acquisition and disposition. At least 70% of all CDBG funds must be expended on program activities benefiting low/moderate income persons. HOME Program funds can only be used for housing activities benefiting low/moderate income persons.

Proposal packets for eligible projects and activities will be available for non-profit or govt. agencies anytime during regular business hours on December 29, 2023. All applications and proposal packets can be picked up at the City of Cocoa, Community Services office located at 65 Stone Street, Cocoa, Florida 32922. All **proposals are due no later than 12:00 pm, January 29, 2024.** For more information, call Florence Torbert, Housing Program Coordinator at (321) 433-8520.

CITIZEN PARTICIPATION PLAN

I. Introduction

The Brevard HOME Consortium is a recipient of HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development (HUD). The HOME Consortium is comprised of Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay. Brevard County serves as the lead jurisdiction of the HOME Consortium. The Brevard County Housing and Human Services Department is responsible for the planning, preparation, day to day activities, and submission of the Consolidated Plan, Action Plan, Substantial Amendments, Performance Reports (affecting the HOME Investment Partnerships Program grant), and the Brevard County Community Development Block Grant. Consistent with the duties and responsibilities of the grant, not more than ten percent (10%) of the annual HOME Investment Partnerships Program funds (including program income) is used for administration. Based upon identified needs and goals, Brevard County Housing and Human Services Department determines the annual allocation of funding after receiving input from the public, advisory bodies, and staff. Pursuant to 24 CFR Part 91, these funding allocations concur with the needs and goals established in the Brevard HOME Consortium's Consolidated Plan. Furthermore, these requirements do not restrict the responsibility or authority of the HOME Consortium to develop or execute the Consolidated Plan.

All participants in federally funded programs are required to have a Citizen Participation Plan (CPP), pursuant to 24 Code of Federal Regulations (CFR) Part 91, Subpart B. This CPP sets forth the policies, procedures and implementation strategies to provide for and encourage effective citizen input. Planning, implementation, and assessment of the Consolidated Plan, Assessment of Fair Housing, Substantial Amendments, Annual Action Plan, Consolidated Performance and Evaluation Reports, Section 108 Loan Program will each solicit public input. The CPP encourages participation by all residents, especially persons of low to moderate income who are residents of areas which are eligible for funding, such as those who live in the Community Development Neighborhood Strategy Areas. Citizens directly or indirectly impacted by the Section 108 Loan Guarantee Program, minority, and non-English speaking groups are also encouraged to participate, in accordance with 24 CFR Part 570. Residents of assisted housing developments are also solicited.

Each member city of the Brevard HOME Consortium (Consortium) is responsible for the development of their own individual CPP for Community Development Block Grant (CDBG) funds and any other HUD programs.

II. Definitions

A. Assessment of Fair Housing: HUD requires the Consortium utilize a tool to conduct an assessment of fair housing in a structured planning process. The Assessment of Fair Housing is designed to help the Consortium analyze challenges to fair housing choices and establish goals and priorities to address the fair housing barriers in their community.

B. Annual Action Plan: An Action Plan is prepared for each of the five Consolidated Plan years, and specifies the anticipated amount of funding to be received. It serves as an annual application for funding, and describes the activities/projects that will address the needs and priorities identified in the Consolidated Plan.

C. Consolidated Plan: The Consolidated Plan is a five-year strategic plan, prepared as required by 24 CFR Part 91. It is the planning document used by the HOME Consortium to describe the needs and goals of various programs. The Consolidated Plan allows the Consortium to apply for funding under the HOME program. Additionally, it allows the individual members of the Consortium to apply for CDBG and other Housing and Community Development Program funding.

D. Consolidated Annual Performance and Evaluation Report (CAPER): The CAPER annually provides details of the Consortium's performance and progress made towards the five-year goals established in the Consolidated Plan. It is submitted within 90 days of the end of the Consortium's entitlement year, or by December 30, and is the basis for an evaluation of annual accomplishments.

E. Section 108 Loan Guarantee Program**:** The Section 108 Program (Section 108) is the loan guarantee component of the Community Development Block Grant (CDBG) Program. It is designed to provide communities with a source of financing for economic development, housing rehabilitation, public facilities and improvements, and large-scale physical development projects. The Section 108 Loan Guarantee Program allows local governments to transform a small portion of their CDBG entitlement funds into a federally guaranteed loan large enough to pursue physical and economic revitalization projects. This enables the renewal of entire neighborhoods. Such public investment is often needed to inspire private economic activity, provide the initial resources, or simply the confidence that private firms and individuals need to invest in distressed areas.

F. Substantial Amendment: A Substantial Amendment is defined as a change in the allocation priorities or the method of distributing funds; carrying out a new activity using funds covered under a Consolidated Plan; or a change to the purpose, scope, location or beneficiary of an activity. Reasonable notice of a proposed Substantial Amendment will be provided so that residents will have an opportunity to review and provide comments to proposed changes.

III. Applicability and Adoption of the Citizen Participation Plan

Pursuant to 24 CFR Part 91.105 the Consortium has developed, adopted, and is committed to the implementation of the CPP. The procedures outlined herein are designed to encourage all residents to participate in process and program development.

IV. Encouragement of Citizen Participation

The views of all citizens will be solicited, especially low to moderate income persons; those living in slum and blighted areas; and in areas where federal funds are proposed to be used, any substantial amendment, performance report or loan application. Additionally minorities, non-English speaking residents, persons with disabilities, and other interested parties will be solicited. The following strategies will be implemented:

1. Public and private agencies that provide assisted housing, health services, social, and fair housing services will be solicited. An example of these agencies or providers may include residents of public and assisted housing developments, local and regional institutions, the Continuum of Care, nonprofit organizations, community centers/groups in Neighborhood Strategy Areas, and faith-based organizations.

2. Contact with public and private agencies may be made in person, or sent by e-mail or regular mail. Additionally, citizen participation may be solicited via the Brevard County Housing and Human Services Department (County) website. Consortium member websites may be utilized to post plans, reports, etc. for public comment.

V. Citizen Comments

Where a significant number of non-English speaking residents can be reasonably expected to participate, a method of communication will be provided. Accommodations will be provided for persons with disabilities, upon forty-eight (48) hour's notification to the County. The comment period will be thirty (30) days for development of the Consolidated Plan, Assessment of Fair Housing (including any revisions), Substantial Amendment, Annual Action Plan, and Section 108 Loan Application. The CAPER will have a fifteen (15) day comment period.

Written comments will be accepted during each 30-day public comment period. The County will consider any comments or views of residents received in writing or orally at a public hearing. A summary of these comments or views and a summary of any comments or views not accepted and the reasons why, will be attached to the applicable plan or report for submission to HUD.

Written comments regarding the Consortium or Brevard County CDBG Program should be addressed to the County. Contacts for each of the Consortium members are referenced below:

Brevard County
Housing and Human Services Department
2725 Judge Fran Jamieson Way
Building B, Suite 106
Viera, Florida 32940
(321) 633-2076
(321) 633-2170 Fax

City of Titusville
Neighborhood Services Department
725 South DeLeon Avenue
Titusville, Florida 32780
(321) 567-3783
(321) 383-5614 Fax

City of Cocoa
Housing and Neighborhood Services Division
65 Stone Street
Cocoa, Florida 32922
(321) 433- 8509
(321) 433-8543 Fax

City of Melbourne
Housing and Improvement Division
695 E. University Boulevard
Melbourne, Florida 32901
(321) 674-5734
(321) 674-5738 Fax

City of Palm Bay
Housing & Neighborhood Development Services
120 Malabar Road SE
Palm Bay, Florida 32907
(321) 952-3429
(321) 733-3087 Fax

VI. Development of the Consolidated Plan

During the development of the Consolidated Plan, the Consortium will make available to citizens, public agencies and other interested parties the following information at Brevard County offices and at public hearing(s):

- the amount of anticipated assistance, including program income;
- the range of activities that may be undertaken (including estimated amount that will benefit persons of low and moderate income); and
- anticipated potential displacement, and efforts to minimize or assist displaced persons, as described in the Brevard County Anti-Displacement and Relocation Assistance Plan.

The Consortium will publish the proposed Consolidated Plan in a manner that affords citizens, public agencies and other interested parties a reasonable opportunity to review and submit comments. The following process will be used:

1. Advertise a summary of the public hearing in a newspaper of general circulation at least fifteen (15) days prior to the scheduled hearing which shall indicate the purpose, date, time and location of the hearing. The summary shall include purpose of the Consolidated Plan, contents, and list of locations where the entire plan can be examined at no charge. Some physical locations would include, but not be limited to the following public locations during the thirty (30) days comment period prior to the plan's submission:

    - Titusville Public Library

- Catherine Schweinsberg Rood Central Library (Cocoa)
- Franklin T. DeGroodt Public Library (Palm Bay)
- City of Titusville Neighborhood Services Department
- City of Cocoa Community Services Department
- City of Melbourne Housing and Neighborhood Improvement Department
- City of Palm Bay Housing and Neighborhood Development Services Division
- Brevard County Housing and Human Services Department and website

2. Any comments received in writing or orally at public hearings will be considered in preparation of the final Consolidated Plan. A summary of the comments will be attached to the final Consolidated Plan, in addition to an explanation for any comments not accepted.

VII. Development of the Assessment of Fair Housing

A. Plan Development

The Consortium will follow the process and procedures described below in the development of its Assessment of Fair Housing (AFH).

1. HUD-approved Data for Public Review: The Consortium will make available to the general public the HUD-approved data and other supplemental information that the County plans to incorporate into its AFH. The Consortium will make this data available no later than 60 days after the initiation of the AFH document. The data will be made available online and accessible at ***http://www.brevardcounty.us/HumanServices***. This may include a link to HUD's website where the data can be readily accessed. The data will also be made available during the stakeholder consultation and citizen outreach initiatives conducted during the preparation of the AFH.

2. Stakeholder Consultation and Citizen Outreach: A variety of mechanisms may be utilized to solicit input. These include telephone or in-person interviews, mail surveys, internet-based feedback and surveys, focus groups, and/or consultation workshops. The Consortium will consult with other public and private agencies including, but not limited to, the following:

    a. Local public housing authorities
    b. Other assisted housing providers
    c. Social service providers including those focusing on services to minorities, families with children, the elderly, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, and other protected classes
    d. Community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws
    e. Regional government agencies involved in metropolitan-wide planning and transportation responsibilities

3. Advertise all public meetings/hearings in a newspaper of general circulation prior to the scheduled meeting/hearing which shall indicate the purpose, date, time and location of the meeting/hearing.

4. Some physical locations would include, but not be limited to the following public locations during the thirty (30) day comment period prior to the plan's submission:

    - Catherine Schweinsberg Rood Central Library (Cocoa)
    - Central Brevard Public Library and Reference Center (Cocoa)
    - Franklin T. DeGroodt Public Library (Palm Bay)
    - Brevard County Housing and Human Services Department

- City of Titusville Neighborhood Services Department
- City of Cocoa Community Services Department
- City of Melbourne Housing and Neighborhood Improvement Department
- City of Palm Bay Housing and Neighborhood Development Services Division

5. In addition, Housing and Human Services will make available a reasonable number of free copies of the proposed document to residents and groups that request them.

6. The Board of County Commissioner's approved AFH will be submitted to HUD no less than 270 calendar days before the start of the County's next Consolidated Plan cycle beginning in 2021. Thereafter, the AFH will be submitted to HUD no less than 295 calendar days before the start of the Consolidated Plan cycle beginning in 2026.

B. Revisions to the Assessment of Fair Housing

1. The Consortium will revise its AFH previously accepted by HUD under the following circumstances:

    a. A material change occurs. A material change is a change in circumstances that affects the information on which the AFH is based to the extent that the analysis, the fair housing contributing factors or the priorities and goals of the AFH no longer reflect actual circumstances. For example, but not limited to:

        i. Presidentially declared disasters, under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), that are of such a nature as to significantly impact the steps the Consortium may need to take to affirmatively further fair housing
        ii. Significant demographic changes
        iii. New significant contributing factors in the Consortium, and
        iv. Civil rights findings, determinations, settlements (including voluntary compliance agreements), or court orders

    b. Upon HUD's written notification specifying a material change that requires the revision.

2. The draft revised AFH will be placed on display for a period of no less than 30 days to encourage public review and comment. The public notice shall include a brief summary of the revisions, the dates of the public display and comment period, the locations where copies of the proposed revised plan can be examined, how comments will be accepted, when the document will be considered for action by the Board of County Commissioners, and the anticipated submission date to HUD. Copies of the draft Revised AFH will be made available for review at the above referenced locations noted in VII.A.4.

3. In addition, Housing and Human Services will make available a reasonable number of free copies of the proposed document to residents and groups that request them.

4. The Board of County Commissioners approved revised AFH will be submitted to HUD within 30 days following the end of the public comment period.

VIII. Development of Substantial Amendments

Prior to amending the Action Plan and/or the Consolidated Plan, reasonable notice and opportunity will be given to all citizens via a 30-day comment period. The Consortium member will publish the proposed

substantial amendment in a newspaper of general circulation. One (1) public hearing shall be held prior to submission to HUD.

The following criteria for determining what changes in planned or actual HOME Consortium or Brevard County CDBG activities constitute a Substantial Amendment to the Consolidated Plan and/or the Action Plan:

1. Any change in the allocation priority or change in the method of distribution of funds.

2. The use of funds to carry out an eligible activity from any program covered by the Plan (including program income), not previously described in the Action Plan.

3. A change in the purpose, scope, location or beneficiaries of an activity. A change in the use of funds from one eligible activity to another.

4. A change in the project location which is outside of, and not contiguous to, previously designated target area; or described location for the activity.

5. The percentage of federal CDBG funds expended for the benefit of low to moderate income persons falls below its required 70% as a result of any proposed increase/decrease in expenditures for any one project or activity.

Any comments received in writing or orally will be considered in preparation of the final Substantial Amendment. A summary of the comments will be attached to the final Substantial Amendment, in addition to an explanation for any comments not accepted.

IX. Development of Performance Plans, Reports and Applications: Action Plan, CAPER and Section 108 Loan Application

Reasonable notice and an opportunity to participate in development of plans, reports and application will be provided through a public comment period. Any comments received in writing or orally will be considered and a summary of the comments will be attached to the applicable plan, report or application, along with an explanation for any comments not accepted.

A. The Consortium will solicit public comment on the Action Plan in the following manner:

1. Advertise public hearings (or workshops) in a newspaper of general circulation. The advertisements will appear at least fifteen (15) days prior to the scheduled hearing. The advertisement shall indicate the purpose, date, time, and location of the hearing. At least one (1) public hearing shall be held before and after the 30-day comment period.

2. Provide a draft of the Action Plan for public review and comment for a period of not less than thirty (30) days prior to the Plan's submission at the County office and website.

B. At least one local meeting before submission of the application to obtain the views of citizens on community development and housing needs, and a minimum of two public hearings each at different stage of the application process. Advertise all public meetings/hearings in a newspaper of general circulation at least fifteen (15) days prior to the scheduled meeting/hearing which shall indicate the purpose, date, time and location of the meeting/hearing. Each meeting and/or hearing will offer the following information, as applicable:

   a. amount of loan funds expected for the coming year
   b. program income anticipated to be generated
   c. range of activities to be undertaken

d. estimated amount of guaranteed loan funds proposed to be used for activities that will benefit low- and moderate-income persons
e. proposed activities likely to result in displacement
f. applicable policy for minimizing displacement of persons as a result of the proposed activity
g. community development and housing needs
h. development of proposed activities
i. review of program performance

C. The Consortium will solicit public comment on the CAPER in the following manner:

Advertise in a newspaper of general circulation a draft of the CAPER for public review and comment at the following public locations for not less than fifteen (15) days:

- Titusville Public Library
- Catherine Schweinsberg Rood Central Library (Cocoa)
- Franklin T. DeGroodt Public Library (Palm Bay)
- City of Titusville Neighborhood Services Department
- City of Cocoa Community Services Department
- City of Melbourne Housing and Neighborhood Improvement Department
- City of Palm Bay Housing and Neighborhood Development Services Division
- Brevard County Housing and Human Services Department
- Brevard County Housing and Human Services Department website

D. Provide a draft of the Section 108 Loan Application for public review and comment at the following public locations for review and public comment for thirty (30) days.

- Central Brevard Public Library and Reference Center (Cocoa)
- Brevard County Housing and Human Services Department

X. Public Hearings/Meetings

The public will be provided an opportunity to share their views and comments to plans, reports, affirmatively furthering fair housing, and applications at least twice per year. The following strategies will be implemented to ensure citizen participation:

1. At least two public hearings will be held per year to obtain citizens' views and to respond to questions. One (1) public hearing will be held before the proposed Consolidated Plan is published for comment, and one (1) hearing prior to submission of the proposed Consolidated Plan, Substantial Amendment, Assessment of Fair Housing (including any revisions) and Action Plans. The purpose of public hearings is to solicit the views of the citizens regarding the following:

   a. housing and community development needs
   b. priority non-housing community development needs
   c. the development of proposed activities
   d. review of program performance

2. Public hearings and neighborhood meetings will be held at sites that are accessible to persons with disabilities. These meetings will be advertised on County website and in a newspaper of general circulation at least fifteen (15) days prior to the scheduled hearing/meeting and indicate the purpose, date, time and location.

3. An alternate method of communication will be provided when a significant number of non-English speaking residents are expected to participate. Accommodations will be provided for persons with disabilities, upon forty-eight (48) hour's notification to the County office.

XI. Availability to Public/Access to Records

In order to provide an opportunity for citizens to receive information, submit comments on the Consolidated Plan, Action Plan, CAPER, Substantial Amendment and Section 108 Loan Application, the following strategies will be implemented:

1. Advertisements will be placed in a newspaper of general circulation. A summary will describe the contents, purpose and locations where the entire document may be examined.

2. Five (5) free copies will be available at the County office. This office is convenient and centrally located near potential and actual low-to-moderate income beneficiaries. The County will post plans, reports and applications onsite and online.

3. Materials will be available to persons with disabilities or who are non-English speaking, upon request.

4. Records relating to programs covered in preceding Consolidated Plan year will be maintained for five (5) years.

XII. Technical Assistance

Upon request, technical assistance developing proposals for funding assistance under any of the programs covered by the Consolidated Plan will be offered by the Consortium. This will include any technical assistance to groups that represent low to moderate income persons. Any technical assistance offered will not guarantee funds. The level and type of assistance will be determined on a case by case basis.

The Consortium may use one of several basic models to solicit sub-recipients for funding under CDBG (Brevard County), HOME and additional qualifying programs within the framework of the Consolidated Plan and Action Plan.

A. Basic Models

Depending on the situation and circumstance of the project or the needs of the community, the Advisory Board and Staff may choose any one of the following models or variations of those approaches to assist in the solicitation process of sub-recipients. The basic models are as follows:

1. Formal Application Process, Request for Proposal (RFP): requires the submission of a formal application, typically undertaken once a year in conjunction with the planning process. Applications are evaluated based on explicit selection criteria. This process works best for projects with numerous or complex: activities, potential applicants with varying degrees of experience, limited funding, and increased competition.

2. Limited Application/Pre-Application Process: this approach will be similar to the formal application process, but the application will not be as detailed. This approach will allow the County and the Advisory Board to review and narrow the number of applications before requesting additional detailed information or making final recommendations. This process will be useful in encouraging participation of potential sub-recipients unfamiliar with the RFP process or matching funds for a larger project.

3. Request for Qualifications (RFQ): the Advisory Board and County will identify potential qualified sub-recipients through an informal process, or through a general RFQ. From the identified group, the County and the Advisory Board will identify organizations qualified to carry out specific activities and

will approach the organization. This process will be proactive and focused on qualified organizations that have the capacity to present new and innovative approaches to Board-approved objectives.

4. "Open Door" or Unsolicited Application Process: allows application requests to be accepted and considered any time during the program year until funds are no longer available. The unsolicited application shall meet the same requirements of the solicitation process already in place for the identified funding source. The application shall be evaluated based on the criteria used during the formal application process, with selections to be recommended by the Advisory Board. For HOME Community Housing Development Organization (CHDO) funding, the "Open Door" or Unsolicited Application Process may be used. Applications from County-designated CHDO's will be accepted throughout the program year for as long as funding is available. Notification will be made to all County-designated CHDO's when program year funding has been depleted. The unsolicited applications will be reviewed for feasibility by the County and brought to the appropriate Advisory Board for funding recommendation. Upon recommendation approval the application will be presented to the Board of County Commissioners at a scheduled Brevard County Commission meeting.

B. Selection of Sub-recipients and Contractors

Funding recommendations through the Brevard Home Consortium will be established by a specific list of criteria.

XIII. Complaints

A written response will be made to every written or oral citizen comment received during the above referenced processes within fifteen working (15) days of receipt, when practical. Comments shall be sent to:

Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way, Building B, Suite B-106
Viera, Florida 32940

Citizens may, at any time during the complaint resolution process, contact the U.S. Department of Housing and Urban Development (HUD) at the following address:

U.S. Department of Housing and Urban Development
Charles Bennett Federal Building
Office of Community Planning and Development
400 West Bay Street; Suite 1015
Jacksonville, Florida 32202-4410

Florence	A	B	C	D	E	F	G	H	I	Total
CBSC	10.00	15.00	10.00	5.00	3.00	9.00	10.00	15.00	20.00	97.00
CSC	10.00	10.00	10.00	4.00	10.00	10.00	10.00	15.00	15.00	94.00
Family P	10.00	10.00	10.00	5.00	10.00	10.00	5.00	20.00	20.00	100.00
SAL	7.00	7.00	7.00	3.00	10.00	10.00	5.00	5.00	10.00	64.00
BAFI	5.00	3.00	3.00	2.00	2.00	5.00	5.00	20.00	0.00	45.00
Tiffany	A	B	C	D	E	F	G	H	I	Total
CBSC	10.00	15.00	10.00	3.00	10.00	12.00	10.00	15.00	5.00	90.00
CSC	10.00	15.00	10.00	5.00	10.00	15.00	10.00	20.00	5.00	100.00
Family P*	10.00	15.00	10.00	5.00	10.00	15.00	10.00	20.00	5.00	100.00
SAL	10.00	15.00	10.00	3.00	10.00	15.00	10.00	5.00	2.00	80.00
BAFI	5.00	7.00	5.00	1.00	2.00	7.00	5.00	20.00	0.00	52.00
Colleen	A	B	C	D	E	F	G	H	I	Total
CBSC	10.00	15.00	10.00	5.00	5.00	15.00	10.00	20.00	5.00	95.00
CSC	10.00	15.00	10.00	2.00	10.00	5.00	10.00	15.00	5.00	82.00
Family P*	10.00	15.00	10.00	5.00	7.00	15.00	10.00	20.00	5.00	97.00
SAL	10.00	15.00	10.00	2.00	8.00	5.00	10.00	5.00	2.00	67.00
BAFI	6.00	8.00	10.00	2.00	6.00	7.00	8.00	20.00	0.00	67.00
Connor	A	B	C	D	E	F	G	H	I	Total
CBSC	10.00	15.00	10.00	2.00	5.00	6.00	10.00	15.00	5.00	78.00
CSC	10.00	15.00	10.00	5.00	10.00	15.00	10.00	20.00	5.00	100.00
Family P*	10.00	15.00	10.00	4.00	10.00	12.00	6.00	20.00	5.00	92.00
SAL	9.00	15.00	10.00	3.00	10.00	5.00	2.00	5.00	2.00	61.00
BAFI	5.00	5.00	10.00	1.00	3.00	8.00	7.00	20.00	0.00	59.00
Marcia	A	B	C	D	E	F	G	H	I	Total
CBSC	8.00	10.00	7.00	8.00	6.00	8.00	7.00	15.00	0.00	69.00
CSC	10.00	8.00	10.00	5.00	10.00	10.00	6.00	20.00	15.00	94.00
Family P	10.00	15.00	10.00	5.00	10.00	15.00	10.00	20.00	5.00	100.00

Legislation Details (With Text)

File #:	24-163	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/22/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the April 9, 2024 City Council Meeting. (Planning Consultant)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	301 S Cocoa Blvd Location.pdf 301 S Cocoa Blvd FLU.pdf 301 S Cocoa Blvd Zoning.pdf Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1) Exhibit E - City of Cocoa Entry Signs.pdf Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).pdf 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf FLU MAP FROM 2010 EAR.pdf P&Z Legal Ad Feb 7_final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 30, 2024
Agenda Date: March 26, 2024
Prepared By: Stephen Noto, AICP - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the April 9, 2024 City Council Meeting.

BACKGROUND:

The applicant, Ms. Mary D. Solik, Esq., on behalf of the property owner, Biscaya Holdings, LLC., is requesting to amend the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. The eleven parcel ID numbers that encompass the Subject Property, as part of the Laphams Subdivision as recorded in 1912, are as follows:

• 24-36-33-31-A-5 • 24-36-33-31-C-1 • 24-36-33-31-D-11 • 24-36-33-31-D-12 • 24-36-33-31-D-13 • 24-36-33-31-C-2 • 24-36-33-31-*-R.1 • 24-36-33-31-*-R.2 • 24-36-33-31-*-R.3 • 24-36-33-31-*-R.4 • 24-36-33-31-*-R.5

The reason for the requested change is the applicant has identified that the existing zoning district of C-P is not an applicable zoning district with the current Future Land Use (FLU) designation of MU, Mixed Use, per Figure FLU-1 of the Future Land Use Element. The applicant is planning to redevelop the property in the future but is pursuing this step prior to the formal site plan submittal. While not made part of this submittal package, based on recent discussions with the application, the desire is to develop a “retail automotive gasoline/fuel sales as an accessory use to convenience store”, which would be a special exception use subject to certain conditions in the C-N if the rezoning were approved. However, the applicant has not identified an intended use of the property in the rezoning application. A more detailed analysis of the zoning and FLU applicability issue will be provided later in this staff report.

The subject property has had the current FLU Designation of MU, Mixed Use, since 2010. The City adopted EAR Based Amendments via Ordinance 11-2010, which included the creation of the MU Policies and Map M-I-7: Future Land Use Map. That map, which is attached to this report as a reference, shows the subject property having MU FLU.

In 2022, ModWash, LLC, applied for a Zoning Map Amendment (ZMA) and Comprehensive Plan Map Amendment (CPA) for the subject property. The CPA was to amend the future land use designation from MU, to COMM, Commercial. The ZMA request to rezone the subject property was from C-P, to C-G, General Commercial. The purpose of the requests was in order to construct a 4,320 sq. ft. self-serve carwash with amenities.
F
or a variety of factors, staff at that time recommended denial of both requests, and the project did not move forward past the May 4, 2022 Planning & Zoning Board Meeting. Some of the facts of that case are similar in this scenario, and may also be touched upon in this staff report.

Future Land Use Designation: Current: MU, Mixed Use

Zoning District: Current: C-P, Commercial Parkway

Proposed: C-N, Neighborhood Commercial

Existing Land Use: Commercial Related Amenities, Vacant Commercial Land

Council District: District 1 - Councilmember Goins

Legal Ad Date: January 23, 2024

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses

North	MU, Mixed Use	PUD, Planned Unit Development; C-N, Neighborhood Commercial	Used Automobile Sales
South	COMM, Commercial	RU-1-7, Single-Family Residential District	Garage/Auto-Body/Auto Paint Shop
East	MU, Mixed Use; COMM, Commercial	RU-2-15, Multiple Family Dwelling	Commercial Related Amenities/Dealership Sales/Service Center/Vacant Commercial Land/Parking Lot Commercial
West	MU, Mixed Use	RU-1-7, Single-Family Residential District	FEC Railroad/Recreation Hall/Vacant Commercial Land/State Owned Land-Vacant

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

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

Staff Finding: The City's FLU Map provides for a Mixed-Use (MU) FLU Corridor on the south side of SR520/King St. that extends from S. Fiske Blvd. east to Cocoa Village/Riveredge Blvd. This area falls within parts of both the Diamond Square CRA and the Cocoa CRA. As shown on the Cocoa CRA map, the MU FLU extends north at the intersection of SR520/King St. and US 1. There are a number of zoning and FLU applicability conflicts within this corridor, as many parcels have C-G and C-P zoning, which are not applicable with the MU FLU, as noted in Figure FLU-1 in the Future Land Use Element of the Comprehensive Plan.

As a result of these consistency and applicability issues, the City is embarking on a Visioning Study to best determine how to manage and direct the needed zoning changes along the corridor, while also meeting the intent of the MU FLU designation, which is copied for convenience below:

> "Per Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses

within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.
C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.
D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.
E. Mixed use buildings within a single development will be highly encouraged in this category.
F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.
G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.
H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized."

As part of the Visioning Study, it is possible that different performance standards may be implemented within the corridor to protect neighboring uses from more intense commercial uses, such as enhanced landscape or setback standards, architectural standards, or lot design standards. Given the vision of the MU FLU designation, it is clear that a different type of development environment is desired in the area that incorporates Transit Oriented Design principles, unified architectural and streetscape themes, and encourages vertical mixed-use development, which may also impact the allowed zoning districts in the MU FLU designation and the permitted and special exception uses within those applicable zoning districts.

The City recently released RFP # P-24-04 COC, Professional Services for New Community Redevelopment Plan Update. This RFP was issued by the Cocoa Community Redevelopment Agency (CRA), the Diamond Square Community Redevelopment Agency, and the City, in order to review and update both the CRA Plan for the Cocoa CRA and the Diamond Square CRA. Of note from this update is that not only is the subject property located within the Cocoa CRA, but it is also directly adjacent to the Diamond Square CRA. Additionally, one of the Visioning and Revitalization Efforts required of the RFP includes both CRA Districts with a "particular focus on the SR 520 and US 1 corridors".

In the Data and Analysis of the City's Comprehensive Plan from 2010, as prepared by Land Design Innovations, a number statements were made, which were subsequently adopted by the City, related to mixed use development, the need for high quality redevelopment, and the City's vital corridors. The following excerpts from said document are provided for context when considering the intent of the MU FLU designation and the surrounding land use patterns of the subject property:

1. The intent of the category is to *encourage the development of compact mixed-use centers and avoid a strip commercial development pattern*. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

Staff Note: The intent of the MU designation may not be fully realized through the existing land use pattern, given that the zoning districts that are currently compatible with it, per the Comprehensive Plan, allows for use types that generally are part of strip commercial development. This is one of several reasons why the City is taking on additional Visioning reviews, and why this specific request and application is not timely.

2. The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% nonresidential and 50% residential.

3. Weaknesses identified in 2004 Analysis of Economic Development Environment in the City by the University of Florida:
    a. Too many greyfields, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
    b. Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
    c. Lack of quality affordable housing and diversity of housing choices for middle and | upper income home buyers.
    d. Negative self-image and lack of an articulated and shared community vision of the City.

Staff Note: As seen in 3b, 3c, and 3d, above, there remains a need for the City to incorporate aesthetic and design standards for its vital corridors. While the City has taken significant efforts to assist with this effort, such as the gateway corridor signage that was installed at the intersection of SR 520 and US1, more work is required for the City to realize its ultimate goals and objectives. Without this work, the proposed rezoning would not be consistent with the established land use pattern as envisioned by the City's Comprehensive Plan.

4. SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintained.
5. The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City - improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision.
6. Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.
7. SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.

Staff Note: This observations of 4-7 further emphasizes the great need for thoughtful design standards to be applied to the corridor.

The above information provides context to the historical policy direction of the City, and how additional work is needed to ensure that these policies are seen through. The existing land use pattern of the area can be generally described as strip commercial that has either gone through multiple generations of re-use or been redevelopment in a manner that is not realizing the full desire of the mixed-use policies or desires of the City that have been consistent for close to thirty years. It would be of great benefit to the City that this vital corridor, which impacts both the Diamond Square and Cocoa CRA's, as well as the Cocoa Village, be development in a manner that meets the full intent and requirements of the code.

As mentioned above, there is one structure of significance north of this site in the Florida Department of Transportation (FDOT) right-of-way (ROW). The structure is one of the four "Cocoa" signs as depicted in Exhibit E. The four corners of the major arterial intersection are the western historical entrance to Cocoa Village and the Cocoa Community Redevelopment Agency (CRA). The work to make the intersection prominent began in May of 2002 when the Cocoa Redevelopment Agency voted to start the process to vacate Stone Street and to acquire the needed properties for the sign. See Exhibit F. Cocoa Redevelopment Agency minutes show the desire to redevelop the land at this

intersection since 2002. It is important that this prominent corner, announcing the entrance to downtown Cocoa, be developed consistently with the City's expressed long -term land use goals and vision for the corridor, which is a mixed-use center.

As such, the permitted uses in the C-N should be analyzed in light of mixed-use center policies of the City Council and the existence of the "Cocoa" sign directly in front of the subject property, making it one of the most prominent gateways of the City. The C-N district would allow:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.
(2) Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses.
(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.
(4) Restaurants, subject to the following:
a. Outdoor entertainment shall be prohibited;
b. The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and
c. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
(5) Multiple-family and single-family residences as regulated in section 5, RU-2-15 District.
(6) Financial institutions.
(7) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within five hundred (500) feet of the real property that comprises a public or private elementary, middle or secondary school, unless the city council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in F.S. Ch. 381, as may hereafter be amended.
(8) Child care centers, day nurseries of kindergartens.
(9) Package store, beer and wine.

In addition, special exception uses that would be permitted include bars and lounges, with or without a package store; package stores; and retail automotive gasoline/fuel sales as an accessory use to convenience stores, with certain conditions.

Many of these uses may not be desirable at the most prominent gateway to the City nor consistent with the mixed-use vision, including pharmacies and medical marijuana treatment center facilities, package stores, and bars and lounges.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As seen on the City's zoning map, the corridor in general is a mix of C-G, C-P, and C-C zoning. The closest parcels with C-N zoning are at the intersections of Blake Ave. and Bernard St., the western terminus of Whaley St. (Emma Jewel Charter Academy), and a parcel at the termini of Bernard St./Thomas Ln./Pineapple Ave. that is owned by the City. None of those parcels have the MU FLU designation, however. Other C-N parcels are generally located on Peachtree St. between Pineda St. and Prospect Ave., as well as a portion of the northeast side of the City along SR 524, 501, Dixon Blvd. and US 1. The locations, however,

have FLU designations of Neighborhood Commercial (NCOMM) or Commercial (COMM). None of the properties with a current C-N zoning district have frontage along SR 520 or are located in the SR 520 corridor. The closest C-N zoned property is located 0.35 miles away, which would result in an isolated zoning district were the subject property be rezoned as C-N.

Additionally, the locations of said existing parcels with C-N zoning better meet the intent of the C-N district as defined in Section 11: "The provisions of this district are intended to apply to an area adjacent to major arterial streets and convenient to major residential areas. The types of uses permitted are intended to serve the consumer needs of nearby residential neighborhoods as well as the commercial needs of the motorist. Lot sizes and other restrictions are intended to reduce conflicts with adjacent residential uses to minimize the interruption of traffic along thoroughfares."

Access to nearby neighborhoods is very complex in this area. Due to the vacation of Stone St., and subsequent lack of pedestrian connectivity to the Diamond Square neighborhood to the west, accessibility to the site is limited to mainly vehicular use. While there are multiple curb-cuts and access points from SR 520/King St. and the prior Stone St. right-of-way (ROW) curb cut on U.S. 1 east of the railroad tracks, it is very unclear how the intent of both the MU FLU designation and C-N zoning will be met. In fact, for all of the aforementioned existing properties with C-N zoning, they each are located directly adjacent to property that is zoned for residential purposes, such as RE (Residential Estate), RU-1-7 (Single Family Residential), RU-2-15 (Multiple Family Dwelling District). These locations are consistent with the intent of the C-N district to be located "convenient to major residential areas."
In this case, the proposed C-N rezoning would not be located conveniently to a major residential area as it is separated from the Diamond Square residential community by the railroad tracks as well as both C-W and C-G zoned property lining the railroad tracks on the western side.

Based on an analysis of both the zoning and FLU maps, there does not appear to be one parcel within the City that has the MU FLU and the C-N zoning designation. As part of the applicant's petition, they noted that adjacent and nearby properties all have commercial zoning (none neighborhood commercial). While there is a mixture of commercial zoning districts in the area, the application did not provide the additional detail that the C-G and C-W parcels to the west, on the southside of SR520/King St., and the C-P parcels in the immediate area, are not applicable with the MU FLU designation as shown in Figure FLU-1 of the Future Land Use Element. As previously noted, the City has identified these inconsistencies and has begun a Visioning study to determine the most appropriate manner to encourage consistency between the zoning categories and the Comprehensive Plan, as well as two CRA studies to best determine the appropriate redevelopment strategies of the SR 520 and US 1 corridor.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The proposed change has the potential to alter the population density pattern. While the application has stated that no residential development is proposed, the application also did not provide a conceptual plan to detail what the proposed development is. As such, the proposed zoning district of C-N, Neighborhood Commercial, does allow, by right, multiple-family and single-family residences, as regulated in Section 5, RU-2-15 District. The RU-2-15 district allows a maximum of 15 dwelling units per acre, which could yield a maximum of 21

dwelling units on the Subject Property. As previously noted, impacts to the streets and access are also unknown due to the existing curb cuts on SR 520/King St., US 1, and Stone St. Without a full analysis, the impact to public facilities is unknown.

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

Staff Finding: The existing boundaries are not illogically drawn in relation to existing conditions on the property. The property is currently vacant. While rezoning it to C-N would resolve the applicability and consistency with the MU FLU, as previously noted, there are no other C-N properties in the area, and would therefore create an isolated district that is illogically drawn. The existing C-P zoning district is consistently found on the four corners of the U.S.1 and SR 520 intersection and south of the subject property.

By contrast, were the property to be rezoned to C-N, the intent of the district would not be met based on the location and conditions of the existing property due to its lack of convenience to adjacent neighborhoods.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The existing FLUM designation of the subject property is MU. The proposed rezoning would be consistent with Figure FLU-1 of the Future Land Use Element as C-N is identified as an applicable zoning district within the MU designation.

The MU district is detailed as follows:

> Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.
>
> A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
> B. The land development regulations

implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

The application that was provided noted that the proposed uses on the property are “Commercial uses consistent with C-N zoning”. The applicant has had at least two pre-application meetings with the City in order to redevelop the property with what the Code defines as “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. That said use is a Special Exception within the C-N zoning district. In the event the applicant does pursue such a use, they will be required to meet the five (5) conditions for Retail automotive gasoline/fuel sales as an accessory use to convenience stores as detailed in Section 11(C)(10), and Article XVII, Section 2.

In addition, as mentioned earlier, the City is undertaking multiple studies to determine the best path forward to bring parcels that are not consistent with the Comprehensive Plan in to compliance, as well as how to manage the existing CRA’s. This may include further modifications to the Land Development Code having to do with design, uses, and other bulk regulations as detailed above in subsection (a).

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: The existing zoning district is not compatible with the FLU designation of the subject property. As a matter of consistency and compatibility, a property should have a zoning district that is compatible with the FLU designation. However, the corridor has not seen significant change that would make the proposed amendment necessary. The MU FLU was established in 2010 in an effort to promote mixed-use developments. As previously noted in the report, this specific intersection is seen as having high importance to the Diamond Square CRA, Cocoa CRA, SR 520/US1 intersection, and the Cocoa Village. A more appropriate zoning strategy should be undertaken to support redevelopment on the subject property, that

is consistent with the vision and possible changing conditions in the corridor.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The Subject Property was previously developed with commercial uses with curb -cuts on SR520/King St. and US1. The impact to the surrounding neighborhoods is unknown as a final use is unknown. The applicant or eventual developer of the subject property will be required to meet or exceed the requirements of the Land Development Code and Comprehensive Plan.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: The proposed change may impact traffic congestion and flow, however the full impacts will not be fully reviewed until site planning when a traffic study is reviewed. It is anticipated that the number of curb cuts will be modified to better limit access.

i. *The proposed change will create a drainage problem.*

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will bring such negative impact.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. Uses that are similar in nature generally have a positive value impact upon each other.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property will be self-contained, which will result in little to no impact on the improvement or development of other properties but result in an overall negative impact to the MU FLU vision.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change will not constitute a grant of special privilege to the

property owner of the subject property as contrasted with the public welfare.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The existing C-P zoning is not compliant with the existing FLU designation of MU, Mixed Use. A zoning change is required to redevelop the property. However, as noted previously, greater coordination is needed between the applicant and the City to maximize the existing growth policies, existing vision, and visioning scopes that will impact the development potential of the property.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning creates a situation whereby the zoning category that is requested would be the only property with the requested category of C-N. The impacts of such a change is unknown and as a result, the City is beginning a visioning exercise of the corridor to better understand how to bring the zoning and FLU designations in to compliance. That action will be provide better direction and understanding of what the needs of the neighborhood and City are.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The applicant has stated on the application that without the change, the property owners are deprived of any use of their property.
As explained above, the City is embarking on a Visioning Process to ensure that an appropriate zoning designation with design standards and regulations consistent with the MU FLU will be applied as soon as possible. The application further details that the proposed use is “Commercial uses consistent with C-N zoning”. As previously noted, the applicant has had multiple pre-app meetings outlining their intent to construct a “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. There are many other sites where such a use could occur, though the applicant does not own those parcels.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-N zoning is applicable with the MU FLU designation per Figure FLU-1 in the Comprehensive Plan. However, there are concerns with some of the uses of C-N and their consistency with MU Policy 1.1.2.6.

As has been noted in the staff report, the City is undertaking significant visioning studies to manage the zoning and future land use consistency issues along the SR520 and US 1 corridor. Such efforts are supported by the Comprehensive Plan via the following policies:

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

- Policy 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

- Policy 1.1.10.8: Within three years after the adoption of the comprehensive plan update, the

City shall have eliminated all inconsistencies between the Official Zoning Map and the Future Land Use Map.

- Policy 1.1.10.9: The City shall consider conducting a survey to identity the incompatible uses in the CRAs and major commercial corridors.

- Policy 1.1.10.10: The City shall review the non-conforming section of the land development code to ensure its effectiveness.

- Policy 1.1.10.11: Land development regulations must be made consistent with updates to the comprehensive plan within one year of the plan amendment submittal, as required by F.S.

It is noted that time has passed since certain comprehensive plan policies have been adopted, which is why the City is aggressively moving forward to rectify zoning and FLU inconsistencies.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, because the maximum density remains unchanged, no further impact to public facilities is anticipated.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On February 7, 2024 the Planning and Zoning Board recommended denial to City Council.

RECOMMENDED MOTION:

Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with

the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial to the April 9, 2024 City Council Meeting.



N

COCOA
FLORIDA

301 S Cocoa Blvd Location

January 11, 2024

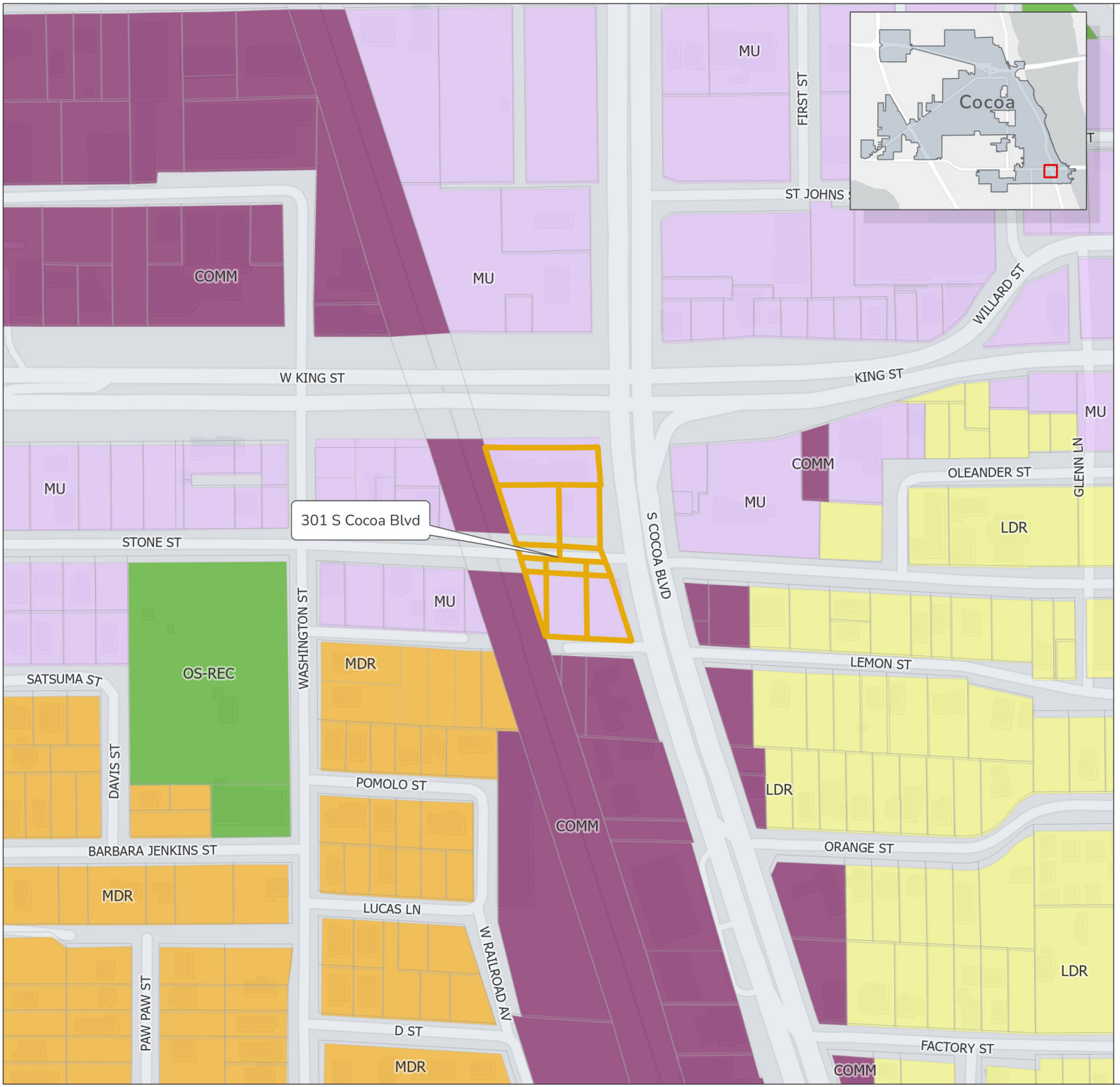
Subject Parcels

Parcels

Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.1



301 S Cocoa Blvd Future Land Use

January 11, 2024

Subject Parcels

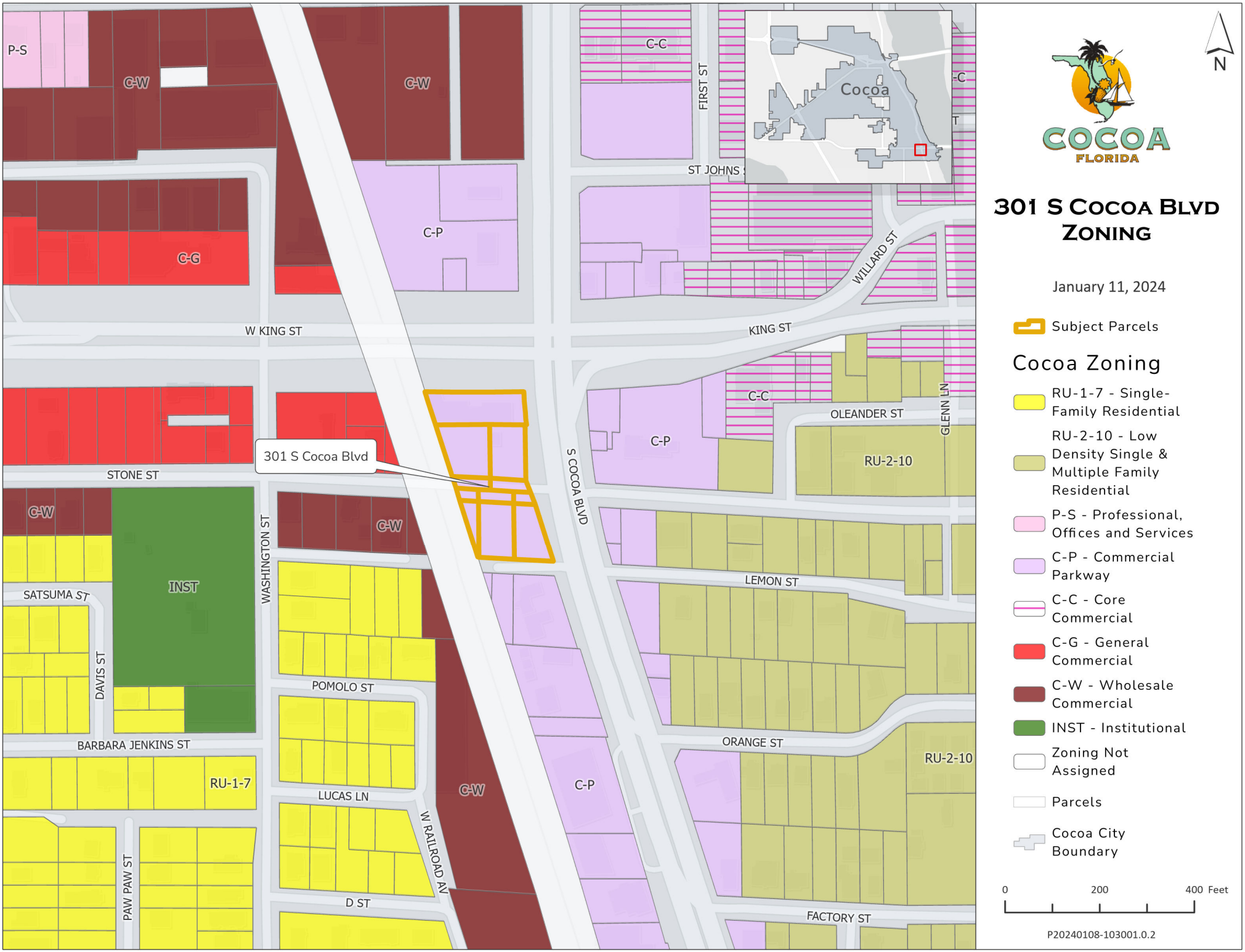
Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

N

0 200 400 Feet

P20240108-103001.0.3



COCOA
FLORIDA

N

301 S Cocoa Blvd Zoning

January 11, 2024

Subject Parcels

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- P-S - Professional, Offices and Services
- C-P - Commercial Parkway
- C-C - Core Commercial
- C-G - General Commercial
- C-W - Wholesale Commercial
- INST - Institutional
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.2

CITY OF COCOA
COMPREHENSIVE PLAN

DATA & ANALYSIS

October 2010

Prepared By:

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Community Development Department
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By adding the approved units (2,750 units) and the potential units (3,453 units), the City has a total development potential of 6,203 new residential units. By 2020, the City would have 14,735 dwelling units, which is calculated by adding the potential new units (6,203) to the existing units (8,532). Comparing the need (15,027) with the holding capacity (14,735), the City will have a deficit of 292 residential units.

Residential development will be accommodated based on the following ranges of density (see mixed-use category below for additional areas allowing residential uses):

- Very Low Density Residential – Up to 4 units per acre
- Low Density Residential – Up to 7 dwelling units per acre
- Medium Density Residential – Up to 15 dwelling units per acre
- High Density Residential – Up to 25 dwelling units per acre

c. Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on current ratio of land use to population. Based on the 2009 population of 16,825, the ratio is currently 30 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas. Applying the 2009 ratio to the 2020 population projection, the City would need a total of 906 commercial acres.

Economic development is one of the big focuses of the City. In order to encourage economic activities, the City needs to increase the current land use allocation percentage for the commercial activities. The FLUM designates 1,150 acres of commercial land use. The acreage is split between commercial acres (867 acres/77%) and neighborhood commercial acres (284 acres/23%).

d. Future Mixed-Use Land Use

In addition to the more traditional commercial land use category, the City is establishing a mixed-use land use category to support commercial development in a mixed-use setting with supporting residential uses. The intent of the category is to encourage the development of compact mixed-use centers and avoid a strip commercial development pattern. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% non-residential and 50% residential.

e. Future Regional Activity Center

The Regional Activity Center (RAC) land use category allows compact, high intensity and mixed-use developments on parcels with land area of 50 acres or more. The amount of RAC acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 270 acres of land designated RAC on the FLUM. The RAC areas are located at the intersection of I-95 and SR524, known as Brevard

Crossings Regional Activity Center. The RAC acreage is not expected to grow through the planning horizon.

f. Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. The amount of industrial acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 675 acres of developed industrial lands within the City of Cocoa, or 40 acres for every 1,000 residents. Based on the projected population for 2020, there would be a need for 1,230 acres of industrial land use, using the 2009 ratio. The 2020 FLUM provides 1,245 acres for industrial uses, allowing a 15-acre surplus.

Industrial uses tend to benefit an economy more than other uses such as residential and institutional. To enable desirable future economic development outcomes, the City needs to increase the current land use allocation percentage for the industrial activities. Based upon the current work force and community needs, it is projected that the demand for industrial uses will increase. Therefore, the City may need additional industrial land acreage to meet the future demand.

g. Future Institutional Land Use

Currently, the City of Cocoa has a low percentage of institutional land use as a percentage of overall land use The institutional uses owned by non-profit and public organizations do not contribute to ad-valorem taxes; therefore, a smaller percentage of these uses is not a negative indicator for the City. However, the City needs land in this category to accommodate those institutional uses that are generators of public activities (such as civic centers, museum and arena) to offset lost ad-valorem taxes from other institutional uses that do not pay ad-valorem taxes. Based upon an analysis of existing and future needs, the City anticipates the need to acquire additional land to accommodate its public facility and service functions as the population increases. **Table I-4** indicates an increase in demand for institutional acres (1,140 acres by 2020 over the 626 acres in 2009). The increase is based upon an average of 37 acres per 1,000 residents. The 2020 FLUM shows a total of 249 acres of institutional land use, which indicates a deficit of 891 acres. Therefore, the City needs additional institutional land acreage to meet the projected future demand.

h. Future Recreation/Open Space Land Use

Currently, the City of Cocoa has 156.66 acres of recreation and open space lands within the City, 71 acres of which are designated Recreation and Open Space on the Future Land Use Map. This translates into an actual level of service of 6.91 acres/1,000 population. With a projected total population of 30,656 persons by 2020, the City will have an excess of 118.34 acres of recreation and open space land to meet the future demand. Therefore, it is not anticipated that the City will require additional lands for the Recreation and Open Space future land use category over the 10 year planning horizon.

i. Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources such as floodplains, estuarine properties and unique ecological communities. Several areas in the central portion of the City and along US 1 have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map. Additional conservation lands can also be anticipated with annexations of natural resources.

4. Need for Redevelopment

The City of Cocoa contains limited areas of blight characterized by aging buildings, inadequate and obsolete infrastructure and lack of employment opportunities. Under Florida law (Chapter 163, Part III, F.S.), local governments are permitted to designate areas as Community Redevelopment Areas where deterioration is severe or widespread. The City of Cocoa has established three community redevelopment areas (CRAs), including the Cocoa (Downtown) CRA, the U.S. 1 Corridor CRA and the Diamond Square CRA, encompassing a total 1,403 acres. **Map I-8** shows the location of the City's redevelopment areas.

The Cocoa (Downtown) CRA was established in 1998 and encompasses approximately 280 acres, with its boundaries extending north to Mitchell Street, south to the City limits, west to the railroad tracks and east to the Indian River Lagoon. The Cocoa Community Redevelopment Agency sponsors a Commercial Façade Improvement Program to benefit property owners in the Cocoa (Downtown) CRA. Matching grants of up to $10,000 are available per commercial parcel to qualified owners. Cocoa Village, located in the Cocoa downtown CRA, is the best example of the City's successful redevelopment efforts.

The U.S. 1 Corridor CRA was established in 1998 and encompasses approximately 805 acres, with its boundaries extending north to Clearlake Road, south to School Street, west to the Fiske Boulevard and east to U.S. 1. The U.S. 1 Corridor Redevelopment Agency also sponsors a Commercial Façade Improvement Program. Matching grants of up to $10,000 are available per commercial parcel to qualified owners.

The Diamond Square CRA, created in 1998, is located on the southern border of the City and is approximately 318 acres in size. The Diamond Square CRA encompasses the area bordered by Oleander Road on the west, School Street on the north, railroad tracks on the east and Poinsetta Drive on the south. The Diamond Square Redevelopment agency sponsors façade improvement programs that offer a matching grant of up to $2,500 per residential parcel and $10,000 per commercial parcel to qualified owners. The agency provides funding at a maximum of $2,000 per program to programs whose services are located within the Diamond Square CRA and whose program goals match one or more of the goals of the agency. The agency also offers a first time homebuyers program and a drainage improvement program.

In addition to the creation of the community redevelopment areas, the City has focused other targeted efforts on economic development in the City. Economic Development is discussed in **Section E** of this element.

5. Proposed Development and Redevelopment of Flood Prone Areas

Floodplain areas, as defined by the Federal Emergency Management Agency, include the 100-year floodplain (Zone AE) and the velocity zone (Zone VE). Flood-prone areas in Cocoa are depicted in **Map XII-2** in the Conservation Element. Much of the development within flood-prone areas occurred before the adoption of state and local regulations in the early 1980's.

Implementation of the comprehensive plan goals, objectives and policies and enforcement of the land development regulations will direct new growth away from areas particularly susceptible to flooding from severe storms or hurricanes and will ensure that all redevelopment activities will be consistent with regulations that result in their safe construction.

6. Dredge Disposal

As noted in the inventory section, there are currently no dredge spoil sites within the City.

7. Hazard Mitigation

The Brevard Local Mitigation Strategy is the guiding plan for local governments in the County's coastal planning area. The City has not prepared a Post-Disaster Redevelopment Plan, nor has Brevard County.

The City of Cocoa's coastal planning area includes the parts of the City that are adjacent to the littoral area along the Indian River Lagoon. The entire coastal planning area within the City of Cocoa is predominantly developed. There are a number of water-dependent uses, including recreation sites, boat ramps and marinas. None of the water-dependent land uses can be relocated. In addition to these water-dependent uses, there are a number of single family residential uses and water-related uses in the coastal high hazard area. Water-related uses include numerous commercial enterprises, such as boating and other marine related facilities. There are also several publicly owned parks along the Indian River Lagoon. The City does not currently anticipate the need to relocate, modify, or acquire any of these uses which it does not already own. However, in the wake of a storm event, City personnel will make inspections of all damaged structures. When the City has determined that a structure has suffered damage of greater than fifty percent (50%) of its value, the City will require that the owner rebuild landward of the existing structure or modify the structure in such a way that additional damage is unlikely. In some instances, the City may consider acquiring damaged structures and their lots in order to expand park areas or prevent build-back in areas of extensive erosion.

The City is mostly built out within the coastal planning area with the exceptions of one or two sites on the Indian River Lagoon. The vacant areas consist primarily of low density residential properties with some scatted commercial properties within the downtown. Commercial and residential land uses within this area are expected to continue as the predominant activities. The City of Cocoa land development code addresses lot coverage, setbacks from wetlands and water bodies, and protection of native vegetation by new development and redevelopment projects. Therefore, no special consideration for proposed land uses is necessary over and above those required to deal with the existing land uses addressed above. However, if older neighborhoods or communities are scheduled to be

revitalized or redeveloped, hazard mitigation should be an aspect considered and integrated into the project prior to the time of development approval.

D. GREEN HOUSE GAS REDUCTION AND ENERGY CONSERVATION

Greenhouse gases (GHGs) are the gases in the atmosphere that trap heat. Carbon dioxide, methane, nitrous oxide, ozone and fluorinated gases are some of the most abundant GHGs in the atmosphere. Some of the GHGs, such as carbon dioxide, occur naturally in the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The greenhouse gases that enter the atmosphere because of the human activities are listed below.

- Carbon Dioxide - Burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and also as a result of other chemical reactions (e.g., manufacture of cement).
- Methane – Production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
- Nitrous Oxide – Agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- Fluorinated Gases (also known as High Global Warming Potential Gases) – Variety of Industrial processes.

While greenhouse gases play a vital role in maintaining the necessary conditions for life on Earth, the rapidly increasing concentrations of these gases are causing a rise in global temperature – Global Warming. It is now apparent that the increasing atmospheric concentration of GHGs resulting from human activities is changing the climate in ways that pose serious risks to citizen's health, economy, and environment. The Florida Legislature enacted House Bill 697 in its 2008 session. HB 697 amended Chapter 163, F.S. to address green house gas reduction and energy conservation through comprehensive plans. Chapter 163.31776(a), F.S., requires that the Future Land Use Element include greenhouse gas reduction strategies and energy efficient land use patterns, accounting for existing and future energy electric power generation and transmission systems.

The land use pattern plays a significant role in reducing vehicle miles travelled (VMT) and thus in reducing energy consumption and its associated GHGs emission. VMT can be reduced by promoting strategies such as compact development, high density development arranged to encourage pedestrians, bicycle and transit use, transit oriented development and mixed-use development. The preservation of historic buildings and their adaptive reuse result in energy conservation. These buildings are typically closer to population centers and adaptive reuse generally involves lower impacts on natural resources than new construction. The use of "green" building standards, as opposed to conventional codes, results in energy conservation. In addition, protecting and enhancing green spaces provides natural carbon sinks in soils, vegetation and streambeds to mitigate carbon emissions.

Implementation of the City of Cocoa's comprehensive plan goals, objectives and policies and enforcement of the land development regulations will reduce urban sprawl and VMT, encourage more mixed-use development in specific areas in the City, preserve green space and promote education of citizens in energy conservation measure and practices.

E. ECONOMIC DEVELOPMENT

Economic development must be considered as part of the City's long term plans in concert with planning for land use, transportation facilities and other services in order to coordinate the targeted location and support for business and industry. For the City of Cocoa, economic development is defined as a strategic program to:

- Increase the standard of living and quality of life for City residents.
- Stimulate job growth and provide higher-income jobs for residents.
- Diversify the local economy to provide stability during economic downturns and to provide a steady and growing tax base.

1. Current Economic Development Programs

The City's Office of Economic Development (ED) is responsible for all the economic development activities in the City. The goal of the ED Office is to strengthen and diversify the City's economy and expand the tax base, while enhancing the quality of life enjoyed by current residents, businesses and visitors. The City has taken several steps since 2000 to foster the entrepreneurial environment by encouraging new business formation, retaining and improving success of existing business and attracting businesses.

The City of Cocoa is a member of a non-profit organization known as the Economic Development Commission (EDC) of Florida's Space Coast. The EDC provides education, training and financial incentives to the businesses that are trying to expand and relocate in the Space Coast area. The City works closely with the EDC on projects planned in Cocoa.

The City offers a variety of local, state and federal programs and incentives to businesses that locate, expand and do business in Cocoa, including:

- *Florida Enterprise Zone*: Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. In 2002, the City adopted an enterprise zone boundary (see **Map I-9**) and the corresponding Enterprise Zone Strategic Plan. The City was awarded Enterprise Zone 501 (EZ 501) in 2003.
- *Small Business Assistance Program*: The City offers financial assistance to new and expanding businesses with costs associated with small-scale infrastructure project and development fees.
- *Tax Abatement Program*: This program offers a City ad valorem tax exemption for new and expanding businesses within the City. The scope of exemption is generally determined by the number of new jobs created, as well as the wages associated with the newly created jobs.
- *Foreign Trade Zone*: A Foreign Trade Zone (FTZ) is land deemed to be outside the United States customs territory for purposes of duty assessment. Companies located in a foreign trade zone are able to defer, reduce and/or eliminate import duties. When goods are withdrawn from the FTZ and entered into the commerce of the United States the appropriate duty is levied upon the goods, if applicable. The City of Cocoa Foreign Trade Zone offers significant benefits for many types of businesses that import goods. Almost 24 acres of Foreign Trade Zone # 136 lie

within the City of Cocoa, located at the TATE Industrial Park. **Map I-9** shows the boundary of Foreign Trade Zone in the City.

- *Historically Underutilized Business Zones* (HUBZones): The program provides federal contracting and sub-contracting opportunities for qualified small businesses located in designated areas. The City has two census tracts that are designated non-metropolitan HubZones by the U.S. Small Business Administration.
- *Brownfield Redevelopment Program*: In 2003, the City of Cocoa established a Brownfield Redevelopment Program, which is funded through a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The redevelopment plan offers environmental Site Assessments to determine the nature and extent of contamination, facilitates applicants' participation in the State's Program, assists with redevelopment planning, provides coordination between intergovernmental agencies and participates in promotions for brownfield sites/projects.

2. Analysis of the Economic Development Environment in Cocoa

In 2005, the City and the University of Florida conducted a comprehensive assessment of the economic development environment in the City of Cocoa. The strengths identified in the report included:

- Strategic location that provides excellent access to the regional market, yet offers the advantage of more accessibility and lower costs.
- Good primary transportation infrastructure including excellent road network that provides a location incentive to businesses seeking sites in close proximity to interstate highways for major freight transport. The City is also in close proximity to Port Canaveral, which is the second busiest cruise port in the world.
- Rich valuable history that can be seen in its Victorian homes, historic hotels and the historic Cocoa Village. The Village has year-round special events and a variety of restaurants and shops, many locally-owned and arts-based.
- Positive City government willing to annex surrounding properties and to create and implement economic development plans to rebound from problems that have plagued the City.

The weaknesses identified in the report included:

- Too many greyfield, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
- Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
- Lack of high tech employers, high-skilled jobs, professional offices, variety of restaurants and accommodation services in the City.
- Lack of quality affordable housing and diversity of housing choices for middle and upper income home buyers.

- Negative self-image and lack of an articulated and shared community vision of the City.

The report proposed a series of implementation strategies to build on strengths, mitigate weaknesses and capitalize assets for economic development. The report also identified the following goals and objectives representing key issues that should be addressed in this comprehensive plan.

- *Employment Opportunities*: The City should support and work with County and community leaders to meet the economic diversification needs of the community with emphasis on local job creation, business expansion and attraction of high-value-added commercial activity. The employment growth in the City will benefit other existing market sectors and will generate wealth within the community.
- *Business Expansion, Attraction and Retention*: The City, County and private leadership should work together to develop and implement economic development strategies that will establish a business environment that supports the operation, retention and expansion of existing Cocoa businesses, as well as the attraction and development of new commercial enterprises.
- *Coordination of Economic Diversification Efforts*: The City and County should coordinate the collaborative efforts between the public and community leadership. The efforts should be concentrated on developing industry clusters which will make the greatest contribution to job growth and wealth creation.
- *Streamlining Permitting and Regulatory Process*: The City should provide incentives such as expedited permitting to assist higher education institutions to expand when they are ready.
- *Economic Development Advisory Board*: To involve community stakeholders, the City should create an advisory board consisting of local community and business leaders.
- *Maintain Infrastructure for Supporting Economic Development*: The City should maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors. The City should maintain or increase the current land use allocation percentages for industrial and commercial activities for the purposes of strengthening the revenue tax base of the City.
- *Increase Tourism*: The City should develop strategies to attract tourists by expanding recreational, entertainment, environmental, and cultural activities that are clean, family friendly, diverse, and unique.
- *Encourage Growth in Regional Industries with Supporting Activities*: The City should collaborate with the greater region to identify opportunities in the related service industries present in the region. The City should also encourage employment growth in high growth industries and small businesses through various programs and public/private partnerships.

In the last few years, economic development efforts by the City have accelerated, yielding very positive results for Cocoa. The Historic Cocoa Village is an example of successful downtown redevelopment and has become a destination for tourists and residents.

F. URBAN FORM

Urban form refers to the physical layout and design of a city. Characteristics such as urban density and intensity, block layout, street layout, streetscape, building placement/orientation and location define the urban form of a city. As the development standards change in terms of the above mentioned characteristics, the urban form also changes.

Incorporated in 1895, the City of Cocoa was a fairly compact city in the early 20th century. The compact form is visible in the older areas of Cocoa including the Cocoa downtown, the Historic Cocoa Village and downtown neighborhoods, which have narrow lots, are pedestrian oriented and include a mix of uses at higher densities. In the mid-20th century, the automobile began to dominate the development market. The development moved from the inner-city to the outskirts, and was characterized by low density and auto-dependent uses. Moreover, the development of railroad and major transportation improvements disrupted older commercial and residential neighborhoods. The result of this trend was the less efficient use of the infrastructure with no pressure for infill development. The urban form of the City changed from a dense compact form to a suburban sprawl form.

The City residents and past studies have identified the negative visual character of the major transportation corridors, the lack of overall identity of the City and the negative impact of the enclaves that detract from the City's aesthetics. The widening of US 1 in the 1950's by FDOT was one of the major reasons for the poor quality development along US 1, the loss of inner-city connectivity and the loss of businesses along the US 1 corridor in the City.

SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintened.

The City has two large enclaves along SR 501. These enclaves contribute to loss of inner city connectivity, land use conflicts and inefficient use of existing facilities and services. Additionally, the layout of some of the urbanized areas of the City is not very well organized or interconnected. These factors contribute to an image of disorder.

The City's goal is to create a physical planning framework to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with. A comprehensive urban design approach, citywide and on specific areas and corridors in the City, will be required to correct the disjointed nature of the past piecemeal development.

1. Vision Plan

A Vision Plan describes the kind of community that people who live and work in it want it to become over the next 10 to 20 years. It identifies what people value and want to preserve, what improvements are needed and how change should occur. A vision plan helps in creating a positive image and community identity, which is lacking in the City of Cocoa. A positive image helps to improve public relations. The awareness of the existing and desired image of an area can be the basis for a capital improvement plan and public policy formation. A positive image is important to a City government because it reflects on the excellence of service the government provides, attracts high quality business and well educated people.

The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City – improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision. The plan identified five redevelopment goals for the City:

- **Economic Function**: Strengthen downtown and core areas of Cocoa as a mixed-use center that will attract and serve the people of the region. Create a strong new industrial employment base.
- **Regional Context**: Strengthen the Cocoa area as a unique place within the County.
- **Community Role**: Strengthen Cocoa's contribution to the general well-being of the community.
- **General Environment Character**: Improve the physical image within the City.
- **Implementation**: Enable revitalization of the City to be a successful and on-going reality.

In addition to the Visions Plan, the City held a visioning public workshop in September 2007 to obtain public input on the issues facing the community. During the workshop, the citizens and city staff identified the following two major issues within the community:

- **Housing**: An abundance of affordable housing is located within the City. The balance of incomes has shifted to a very low income base compared to the County average.
- **Revitalization**: A serious concern was acknowledged about the visual appearance of the City and the overall identity. Economic and redevelopment efforts have been arduous because of the City's appearance and unfair perception.

Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.

The City will also plan to invite additional community input and to update the vision plan. While updating the master plan contained in the vision plan, the City will identify the character districts in the City and their interconnectivity. The several character districts within the City of Cocoa may include:

- **City Center**: Cocoa's downtown, the City center, is located on the east side of US 1. It can be characterized as a small village business area with one-story shops and restaurants. The downtown has an excellent collection of historic buildings, many of which have been renovated for adaptive reuse. The Historic Cocoa Village is the major attraction of the area.

- **Commercial Nodes**: Other than the downtown area, there are no well defined commercial nodes within the City. The Brevard Crossing RAC, located at the intersection of I-95 and SR 524, is intended to include a mixed-use activity center; however, development has not occurred to date.
- **Corridors**: SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.
- **Waterfront**: The City is located along the Indian River Lagoon. Existing land use along the Indian River is primarily medium-density residential with some commercial uses in the downtown area, most of which provide limited access to the waterfront.

2. Form-based Design Guidelines for Corridors

Design standards can be used to guide development toward creating a cohesive urban pattern of buildings and streetscapes. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners and merchants. The quality appearance of its commercial corridors can help the City competitively in the regional market.

The City has established form-based design standards for the Downtown Cocoa Redevelopment Area. The City is also partnering with the FDOT to widen U.S. 1 from four lanes to six lanes and to upgrade the aesthetics and design of the widening project by adding landscaping and gateway features. The City is coordinating with the Space Coast TPO and FDOT to improve the existing sidewalks and bike trails in the City.

The City should continue its efforts in the creation of a quality, safe and functional urban environment by establishing form-based design standards for the commercial corridors along SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519), the CRAs and the waterfront. These standards should implement the desired vision of each area.

3. Safe Community

A sense of security is one of the important characteristics of a great community. Research has shown the relationship between the environment and criminal behavior. There is a relationship between declining areas, areas of low property ownership and higher crime rates. The perception of a higher crime rate in an area results in disinvestment, a lack of maintenance and decline due to a fear of crime. In turn, the economic loss and fear escalate the opportunities for crime.

The opportunity and fear of crime can be deterred through good maintenance practices and the proper design and use of the environment. This concept is known as "Crime Prevention Through Environmental Design" or CPTED. The major premise of CPTED is that an environment can be designed to reduce the opportunities for crime and the fear of crime, without resorting to building fortresses. The primary principles of CPTED include the proper design and defined use of buildings and sites, reinforcement of territoriality and responsibility by residents, and the use of access control as well as natural surveillance.

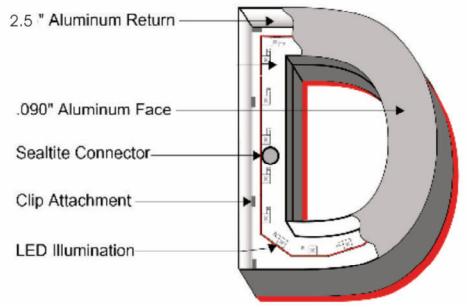
Proactive deterrence of crime depends on a thoughtful understanding of how site and building design guide human behavior. At a neighborhood scale, defining the boundaries of the neighborhood and giving it a themed identity help to establish a known "territory" that

can be defended. Defining the appropriate behavior in public areas and designing the sites to support those behaviors will deter unwanted behaviors. Controlling access to a public space so that the area can be effectively monitored and help deter vandals. Providing visual access to public areas and pedestrian routes of travel are techniques that can be applied to deter crime. The City will consider incorporating CPTED principles in its land development code.

COCOA

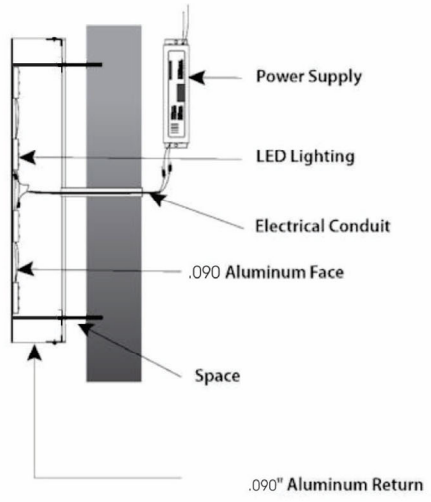
18"

108"



FRONT VIEW





4 Corners SR 520 / US Hwy 1

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SIGHT TRIANGLE 710 FEET
SOD
OVERHEAD POWER LINE
MATCHLINE: SHEET LD-6
MATCHLINE: SHEET LD-7
EXISTING R.O.W. LINE (TYP)
WATER LINE
118.0 S.Y. MULCH
1 PC
17 PM
90 JO
38 HL
LIMIT OF SOD
9 AN
9 PR-1
25.3 S.Y. MULCH
31 RIA
33 RIA
29 PA
22 JCP
25.8 S.Y. MULCH
11.8 S.Y. MULCH
15 RIA
TELEPHONE LINE
347
348
349
350
351
352
KING ST.
9
10
SANITARY LINE
22 JCP
8.2 S.Y. MULCH
10 RIA
34 PA
27.1 S.Y. MULCH
33 RIA
90 JO
17 PM
10 PR-1
1 PC
50 HL
LIMIT OF SOD
SOD
134.3 S.Y. MULCH
13.7 S.Y. MULCH
16 RIA
SOD - BAHIA
SOD-1 - ST. AUGUSTINE
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
PROPOSED R.O.W. LINE (TYP)
36 HL
1 PC
101.3 S.Y. MULCH
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
36 RIA
63 JO
30.2 S.Y. MULCH
15 JCP
29 PA
26.5 S.Y. MULCH
30 RIA
16 PM
LIMIT OF SOD
8 PR-1
9 AN
14.8 S.Y. MULCH
13 RIA
18.5 S.Y. MULCH
32 RIA
77 JO
27.5 S.Y. MULCH
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LIMIT OF SOD
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18 RIA
18 JCP
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WATER LINE
PROPOSED R.O.W. LINE (TYP)
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SIGHT TRIANGLE 710 FEET.
OVERHEAD POWER LINE
EXISTING R.O.W. LINE (TYP)
SIGHT TRIANGLE 710 FEET
MATCHLINE: SHEET LD-7
MATCHLINE: SHEET LD-8
1 PR-2
32 LCR
13 JCP
3 LJ
56 RIA
3
ALL AREAS BEHIND SIDEWALK AND TO THE RIGHT OF WAY LINE NOT DESIGNATED AS PLANTING BEDS SHALL BE SODDED WITH SEASHORE PALPALUM.
0 10' 20' 40'
SCALE: 1"=20'
NORTH

REVISIONS					
BY	DESCRIPTION	DATE	BY	DESCRIPTION	

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
S.R. 5	BREVARD	237592-1-52-02

S.R. 5 (U.S. 1)
LANDSCAPE PLAN

SHEET NO. LD-7

MINUTES
COCOA REDEVELOPMENT AGENCY

May 7, 2002

The Cocoa Redevelopment Agency held its regular meeting on Tuesday, May 7, 2002 in the City Council Meeting Room, located at 300 Brunson Boulevard in Cocoa, as publicly noted.

I. OPENING MATTERS

Vice Chairperson Collins called the meeting to order at 7:14 p.m. The following Agency members and officials were present:

PRESENT:	Judy Parrish	Chairperson – Attended Briefly By Phone
	Jewel Collins	Vice Chairperson
	Brenda Warner	Agency Member
	Edward Lanni	Agency Member
	Harrison Vanderslice	Agency Member
	Joseph Colombo	Agency Counsel
	Anthony Garganese	Agency Counsel

STAFF: Clarence Hulse, Assistant City Manager; Donna Renberg, Grants; Kenneth Koch, Community Development Manager; John Titkanich, Economic Development Manager, Nelson Lau, Planning Manager; Chenita Joiner, Housing Manager; Marc Dick, Landscape Architect; Denise Damiano, Recording Secretary.

Ms. Collins provided the invocation, and Ms. Warner led the assembly in the Pledge of Allegiance.

II: APPROVAL OF AGENDA AND MINUTES OF PREVIOUS MEETING

AGENDA: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the agenda.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

MINUTES: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the minutes as presented.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. DELEGATIONS

No delegations noted at this time.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

Mr. Titkanich revealed that on April 10, 2002 a letter was received from the law firm of Brown, Ward, Salzman and Weiss stating that the law firm no longer employed the current Cocoa RDA attorney, Joe Colombo.[1] Brown, Ward, Salzman and Weiss asked if the Cocoa RDA would like to retain Mr. Colombo as counsel or if they wished to continue with the services of the law firm. Staff recommends that Cocoa RDA continue with the services of Brown, Ward, Salzman and Weiss.[2]

* **MOTION by Mr. Vanderslice; Seconded by Ms. Warner to go with the Staff's recommendation of continuing with the services of Brown, Ward, Salzman and Weiss.**

AYES: Warner, Lanni and Vanderslice.

NAYS: Collins.

THE MOTION CARRIED 3-1 with Vice Chairperson Collins dissenting.

V. OLD BUSINESS

3. Redevelopment of southwest corner of SR520 and US1

Mr. Titkanich reminded the Board that at the last meeting, Mr. Micah Savell, President of The Right Site Inc., came before the board outlining a development opportunity and asked for the boards support or direction.

Mr. Titkanich said since that time, Staff has continued discussion with Mr. Savell and a number of concerns have arisen, such as the inability to acquire the parcels in a timely manner, reasonable cost, and the main reason: one of the parcel owners is deceased with no heirs listed. It was noted that Mr. Savell has purchased the tax certificate for the property but given the lengthy process to acquire the property it would preclude development of the site because it then becomes cost prohibitive from both the stand point of Mr. Savell and an end user, such as CVS Pharmacy.

Mr. Titkanich reminded the Board that they had indicated support for the vacation of Stone Street and the development of the site and said that Mr. Savell also went to the Diamond Square Development agency and presented them with the development plan.

[1] Please see Attachment A
[2] Please see Attachment B

Mr. Titkanich reported that Diamond Square also unanimously supported the project and pledged $25,000 in Streetscape improvements to ensure pedestrian access from the neighborhood to Hwy. 520, recognizing that the Stone Street crossing at Florida East Coast Railroad would be closed. Mr. Titkanich explained that FEC had met with the City and had acknowledged that with the number of accidents they have had in the past they have been meeting with cities up and down the coast to eliminate unnecessary crossings and are beginning the process to close the Stone Street crossing. He added that it was based on those findings that the Diamond Square Board decided to pledge money and Mr. Titkanich then advised the Board that one powerful remedy or tool at the Cocoa RDA's disposal is the power of eminent domain, especially when used for the assembling of parcels.

Mr. Titkanich recommends that the Board file papers for eminent domain action for the three parcels south of Stone Street and Staff is also asking that the Board transfer money from the Signage Program in the amount of $7,500, which will be repaid at a later date once the developer acquires the parcels from the City, for the cost of the acquisition as well as for the expenses occurred to acquire the parcels.

Vice Chairperson Collins asked for verification that regardless of any motions passed tonight, the matters would still have to come before the council. Former Agency Counsel Colombo remarked that eminent domain issues could not be advanced without the Council's approval. Agency Counsel Garganese then asked for clarification as to who was giving legal advice to the Cocoa RDA this evening and pointed out that Motion was carried in favor of retaining the services of his firm, Brown, Ward, Salzman and Weiss. Mr. Garganese went on to say that the City Council had authorized the Cocoa RDA to begin eminent domain proceedings and explained that the City Council will become involved but the matter will come back before the Cocoa RDA, which will then have to adopt a resolution stating the necessity of instituting the eminent domain proceedings. Mr. Garganese noted that a public purpose would also have to be set forth and that much of that work has already been done because a redevelopment plan to eliminate slum and blight has been established. Mr. Garganese noted that he will present the Agency with relevant paperwork at the next meeting.

* **MOTION by Mr. Vanderslice; Seconded by Chairperson Parrish, to authorize staff and the RDA Attorney to initiate eminent domain proceedings for the acquisition of three Stone Street parcels for the purposes of reassembly and development.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

* **MOTION by Mr. Vanderslice; Seconded by Mr. Lanni, to authorize the temporary transfer of $7,500 from the Signage Program Account to the Land Account to cover expenses associated with the acquisition of the proposed parcels, expenses including two independent real estate appraisals of each parcel so property owners receive just and fair value.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

Chairperson Parrish then left the meeting, terminating her phone call at 7:28 p.m.

III. DELEGATIONS

George Vanderhall, 705 Howard Street, Cocoa, voiced concerns that Diamond Square RDA was unaware that eminent domain was involved in the process when they pledged Streetscape Improvements for the redevelopment of the southwest corner of SR520 and US1.

Mr. Vanderhall took a moment to commend Staff members, mentioning Mr. Vanderslice in particular, for their economic savvy in obtaining funding.

James F. Ford, 705 Aurora Avenue, Cocoa, remarked that eminent domain might negatively affect some residents and lead to problems. Vice Chairperson Collins said that the Council and Cocoa RDA would revisit the subject of eminent domain as pertaining to the redevelopment of the southwest corner of SR520 and US1.

Former Counsel Colombo left the meeting at 7:32 p.m. Vice Chairperson Collins thanked Mr. Colombo for his efforts.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

See above – Discussion immediately following Approval of Agenda and Minutes of previous meeting.

2. Lee Wenner T-Dock Upgrade – Cocoa Belle

Mr. Koch said that in November, Staff had been asked to investigate the cost and feasibility of T-Dock commercial upgrades for cruise, dinner, and charter boats at Lee Wenner Park. The Downtown RDA Plan does include some discussion about commercial docking for dinner and charter boats as secondary priority projects[3] and Staff has been working on possible improvements to the T-Dock project. Mr. Koch said the estimate for improvement to the T-Docks is approximately $18,000, with the funds providing better pilings, upgrades to needed areas, and the possible installation of lighting fixtures.

Staff is asking Cocoa RDA for a budget transfer of $18,000 from the Contingency Account to the T-Dock Improvement Account with improvements being pending on State approval of commercial vessels dockage at Lee Wenner Park and an RFP process from Brevard County for competitive bid in order to operate out of Lee Wenner Park.[4]

[3] Please see Attachment C
[4] Please see Attachment D

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

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. **Existing Zoning Category:** **C-P Commercial Parkway District**
2. **Proposed Zoning Category:** **C-N Neighborhood Commercial**
3. **Existing Future Land Use Category: MU Mixed Use**
4. **Proposed Future Land Use Category (*if applicable*):**
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Doty Solik Law

   Name: Mary D. Solik, Esq.

   Mailing Address: 121 S. Orange Ave STE 1500

   City: Orlando State: FL Zip Code: 32801

   Phone #: 407 378 7868 Fax #:

   Mobile #: 407 925 4738 E-mail: msolik@dotysoliklaw.com

6. **Property Owner Information:** ** Check here if same as Applicant* → ☐
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): Biscaya Cocoa Holdings, LLC

   Name: Pablo Camposano and Oded M. Kaiser

   Mailing Address: 325 S Biscayne Blvd. Unit 3423

   City: Miami State: FL Zip Code: 33131

   Phone #: Fax #:

   Mobile #: 786 326 7500 E-mail: omaxkaiser@gmail.com

7. **Property Information:**

Street Address and Location: 301 S. Cocoa Blvd, Cocoa, FL Complete Parcel list attached_____

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

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Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐

Land Area: _____ square feet or 1.39 acres_____ acres

Existing Use(s) on Property: Property is vacant_____

Proposed Use(s) on Property: Commercial uses consistent with C-N Zoning_____

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

a. ☒ **Notarized application.**

b. ☒ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

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. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf. A sample "Letter of Authorization" form is available from the City.

f. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☒ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☒ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **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!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. In order to approve a zoning map 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)(1) 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. Use extra sheets if necessary.

a. **Whether or not the proposed change is contrary to the established land use pattern.**

No. The subject property is at the southwest corner of SR 520 and US1, both heavily traveled commercial corridors.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

No. adjacent and nearby properties all have commercial zoning.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

No residential development is proposed. The subject property was previously improved with commercial uses and no new

Utility demands are created by the proposed change.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

No.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

No. The rezoning is being requested to bring the subject property into compliance with the land use plan. The current Zoning is inconsistent with the MU Future Land Use designation.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

Yes. The change in the FLU designation of the property from Commercial to MU has rendered the current zoning Inconsistent with the FLU map.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

No. The property has historically been developed with commercial uses and is separated from the nearest Neighborhood by RR tracks.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

No.

i. Whether or not the proposed change will create a drainage problem.

No. The subject property was previously developed with commercial uses without code compliant stormwater Management. Any new development will have to meet current code standards for drainage.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

No.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

No. The proposed change is to a less intense commercial zoning than the current zoning.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

No.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

No.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Yes. The current zoning is inconsistent with the FLU designation on the subject property. The property cannot be Used at all until the inconsistency is corrected.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

No.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Without the change the property owners are deprived of any use of their property.

19. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, MARY D. SOLIK 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.

Mary D Solik
(APPLICANT SIGNATURE)

Machele Rowe
Comm.#GG949073
Expires: May 18, 2024
Bonded Thru Aaron Notary
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Machelle Rowe
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 13th day of DECEMBER, 20 23

FOR OFFICE USE ONLY

Fee of $_____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

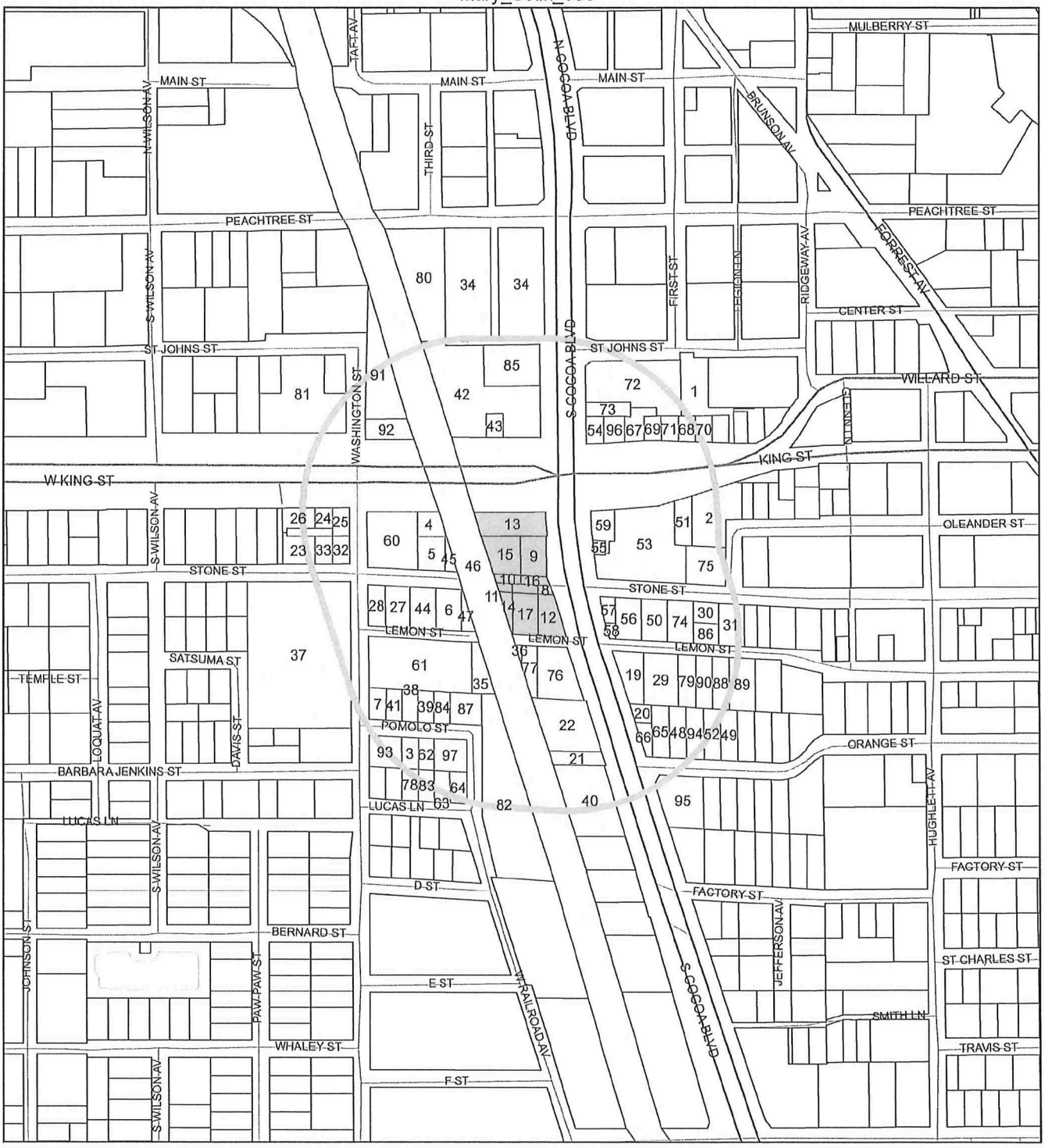
24-36-33-31-*-R.4

24-36-33-31-*-R.5

RADIUS MAP

BISCAYA COCOA HOLDINGS LLC

Mary_Solik_500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/7/2023

Buffer

Subject Property

Notify Property

Parcels

58-70 57TH ROAD REALTY LLC
33 MATINECOCK AVE
PORT WASHINGTON NY 11050-2102

ADRENALINE ARCHITECTS LLC
453 KING ST
COCOA FL 32922-7621

AS INVESTMENTS LLC
10549 MERE PKWY
ORLANDO FL 32832-6153

AUSTIN, DANIEL,JR
935 BOWING LN
ROCKLEDGE FL 32955-4015

AUSTIN, DANIEL,JR
1113 HICKORY LN
COCOA FL 32922-6719

BELL, CHRISTINE
360 POMOLO ST
COCOA FL 32922-7447

BISCAYA COCOA HOLDINGS LLC
325 S BISCAYNE BLVD, APT 3423
MIAMI FL 33131-2476

BREVARD STONE INC
403 S COCOA BLVD
COCOA FL 32922-

BROWN, GEORGE L JR TRUSTEE
555 KING ST W
COCOA FL 32922-

BROWN, GEORGE L,JR
555 W KING ST
COCOA FL 32922-7421

BRYANT, JANIE B
BRYANT, PURVETTE A
1139 TARPON DR
ROCKLEDGE FL 32955-

BRYANT, PURVETTE A
1820 BARRINGTON CIR
ROCKLEDGE FL 32955-3062

BZDUN, MIECZSLAW
1908 RANCH ESTATE DR
ORLANDO FL 32825-8407

CASITA ENTERPRISES LLC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

CATCHINGS, MARY E
7107 CLAYMORE AVENUE
HYATTSVILLE MD 20782-

COCOA LODGE 55 F&AM
PO BOX 7
COCOA FL 32923-0007

COCOA LODGE NO 55 F & AM INC
C/O PHILLIP J WILISON
PO BOX 7
COCOA FL 32923-0007

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COWHAM, RAYMOND
14 PINE GLEN RD
HILLSBOROUGH NH 03244-4522

DAWSON, BEULAH J
PO BOX 341
COCOA FL 32923-0341

DRAKE, WILLIE LEE III
356 POLOMO ST
COCOA FL 32922-

EAST FLORIDA MOTOR SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EAST FLORIDA MOTORS SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EVERETT, ROBERT W
EVERETT, MAE E ET AL
16243 SW 107TH PLACE
MIAMI FL 33157-

FINK, MARK H
61 S BALDWIN AVE, UNIT 1162
SIERRA MADRE CA 91025-7055

FLORIDA EAST COAST RAILWAY LLC
7150 PHILIPS HWY
JACKSONVILLE FL 32256-6802

FLORIDA, STATE OF (DOT)
719 S WOODLAND BLVD
DELAND FL 32720-

GREENWOOD, ALECK J
640 BREVARD AVE #201
COCOA FL 32922-

GREENWOOD, ALECK J
PO BOX 1077
COCOA FL 32923-1077

HACIENDAS LLC
750 GLENGARRY DRIVE
MELBOURNE FL 32940-1866

IBRAHIM & HAROON REALESTATE INC
1910 ROCKLEDGE BLVD
ROCKLEDGE FL 32955-

JORDAN, JOHN A
1783 HAZELTON NW ST NW
PALM BAY FL 32907-7072

KABBOORD PROPERITES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD PROPERTIES II LLC
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD PROPERTIES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD, DAVID WAYNE
KABBOORD, JOHN JAMES
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, JOHN J,JR
KABBOORD, DAVID W
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, WILLIAM D
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

LEGEND REALTY DEVELOPMENT CORPORATION
543 PALM DR
HALLANDALE BEACH FL 33009-6533

LEVENSALER, TIMOTHY
LEVENSALER, ARLET
PO BOX 542349
MERRITT ISLAND FL 32954-2349

MAPP, DOUGLAS O'NEAL
BULLOCK, SYLVIA LEE
880 GLADIOLA CIR, APT 356
ROCKLEDGE FL 32955-6258

MARILYN A ARNOLD TRUST
1102 EGRET LAKE WAY
MELBOURNE FL 32940-6862

MAROTTO, JOHN
4370 COQUINA AVE
TITUSVILLE FL 32780-6524

METROPOLITAN BAPTIST CHURCH
474 KING ST
COCOA FL 32922-7622

METROPOLITAN BAPTIST CHURCH INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
PO BOX 758
COCOA FL 32923-0758

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KINGS ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH
223 OLEANDER ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH OF COCOA INC
223 OLEANDER ST
COCOA FL 32922-7695

NEGRI PROPERTY LLC
401 S COCOA BLVD
COCOA FL 32922-7699

NEGRI, GERALD M
780 BUTTONWOOD DR
MERRITT ISLAND FL 32953-4611

NICOLE LEANN INVESTMENTS LLC
668 WING TER
DELTONA FL 32725-7038

NORBURY, VONNAY
1007 MONTCLAIR RD
COCOA FL 32922-6355

PRICE, THOMAS J JR
ABRUZZO-PRICE, THERESA TRUSTEES
1996 US HIGHWAY 1 S
ROCKLEDGE FL 32955-

R & R COCOA LLC
246 MCLEAN PT
WINTER HAVEN FL 33884-4135

RAILROAD AVENUE WAREHOUSE COMPLEX LLC
626 OLD DIXIE HWY SW
VERO BEACH FL 32962-4536

RICH, CHEVAYA D
704 GEORGIA AVE N
COCOA FL 32922-

RIVERA, MANUEL ANTONIO TORO
1456 FLEDGLING CT
ORLANDO FL 32837-8112

ROSCHMAN PARTNERS
6300 NE 1ST AVE STE 300
FORT LAUDERDALE FL 33334-

ROSSIELLO, DOMINIC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

RUIZ, MANUEL C
6 WESTVIEW LN
COCOA BEACH FL 32931-2621

SANDS REVOCABLE TRUST
1370 WAR EAGLE BLVD
TITUSVILLE FL 32796-1530

SHAND, TANIA A
SHAND, ITSELDA M
1901 VERMONT AVE NW
WASHINGTON DC 20001-

STONE, JANORISE TRUSTEE
516 KING ST
COCOA FL 32922-4501

STONE, RICHARD E
STONE, DAISY
516 W KING ST
COCOA FL 32922-4501

TOWERBRIDGE INC
773 CITRUS COVE DR
WINTER GARDEN FL 34787-5221

TR CORP/GREATER ST PAUL BAPTIST
CHURCH OF COCOA FLORIDA INC
213 STONE ST
COCOA FL 32926-

WHEALY HOLDINGS LLC
2758 TRAILS AT HIDDEN HBR
MERRITT ISLAND FL 32952-4175

WILLIAM D KABBOORD TRUST
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

WILLIAMS, LASCELLE B
WILLIAMS, EVELYN M
345 POMOLO ST
COCOA FL 32922-7446

Ellis, Clerk of Courts, Brevard County Doc. D: $10500.00

This instrument prepared by
and after Recording return to:
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
605 Lincoln Road, Suite 210
Miami Beach, FL 33139

Folio No. 24-36-33-31-0000C.0-0002.00
Folio No. 24-36-33-31-0000C.0-0001.00
Folio No. 24-36-33-31-0000A.0-0005.00

(For Recorder's Use Only)

TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

THIS TRUSTEE'S WARRANTY DEED, dated as of March 10th, 2017, between **EVA IRENE CRUMB, AN UNMARRIED WIDOW, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014** both with an address of PO Box 8489, Cocoa FL 34942 (collectively "Grantor"), and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, with an address of 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **301 & 305 S. Cocoa Blvd., Cocoa, FL 32922** legally described as follows ("Property"):

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2017 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

Eva Irene Crumb

EVA IRENE CRUMB, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014

Sign Name: _____
Witness #1

Print Name: TIMOTHY PICKLES

Sign Name: Janet M. Meadows
Witness #2

Print Name: JANET M. MEADOWS

STATE OF FLORIDA)
) **SS:**
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 9th day of March 2017, by Eva Irene Crumb, individually and as Trustee of the Eva Irene Crumb Revocable Trust dated July 17, 2014. She is personally known to me or has produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____
NOTARY PUBLIC

Serial No. (none, if blank): _____

NOTARY PUBLIC STATE OF FLORIDA
TIMOTHY R. PICKLES
MY COMMISSION # GG 001818
EXPIRES: July 16, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, in Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0012.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 2, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **341 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 2, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 2, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By: _____
Oded M. Kaiser, Manager

By: _____
Pablo A. Camposano, Manager

Sign Name: _____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: CHARLES H. RATNER
NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0013.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 3, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **347 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 3, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 3, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

CHARLES H. RATNER
Print Name: _____
Witness #1

By: _____
Oded M. Kaiser, Manager

Sign Name: _____
Witness #2

Karen Hamandi
Print Name: _____
Witness #2

By: _____
Pablo A. Camposano, Manager

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

CHARLES H. RATNER
Print Name: _____
NOTARY PUBLIC
Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0011.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 1, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **337 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 1, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 1, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name:_____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By:_____
Oded M. Kaiser, Manager

By:_____
Pablo A. Camposano, Manager

Sign Name:_____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me ~~or have produced~~ _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name:_____

Print Name: CHARLES H. RATNER

NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Map Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

SEE ATTACHED PARCEL LIST

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

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STATE OF Florida COUNTY OF Miami - Dade

I, Oded M. Kaiser, Manager of Biscaya Cocoa Holdings, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Mary D. Solik of Doty Solik Law to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

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

Notary Public State of Florida
Blanca C Vega
My Commission HH 421283
Expires 7/13/2027

Blanca C. Vega

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 07 day of December, 20 23.

Rev. 4-30-09

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

24-36-33-31-*-R.4

24-36-33-31-*-R.5

Detail by Entity Name

Florida Limited Liability Company
BISCAYA COCOA HOLDINGS, LLC

Filing Information

Document Number	L15000184312
FEI/EIN Number	81-1824590
Date Filed	10/29/2015
Effective Date	10/29/2015
State	FL
Status	ACTIVE

Principal Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Mailing Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Registered Agent Name & Address

CHARLES RATNER, P.A.
605 LINCOLN ROAD
SUITE 210
MIAMI BEACH, FL 33139

Address Changed: 04/10/2017

Authorized Person(s) Detail

Name & Address

Title MGR

KAISER, ODED M
325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Title MGR

CAMPOSANO, PABLO A
8525 SW 54 CT
MIAMI, FL 33143

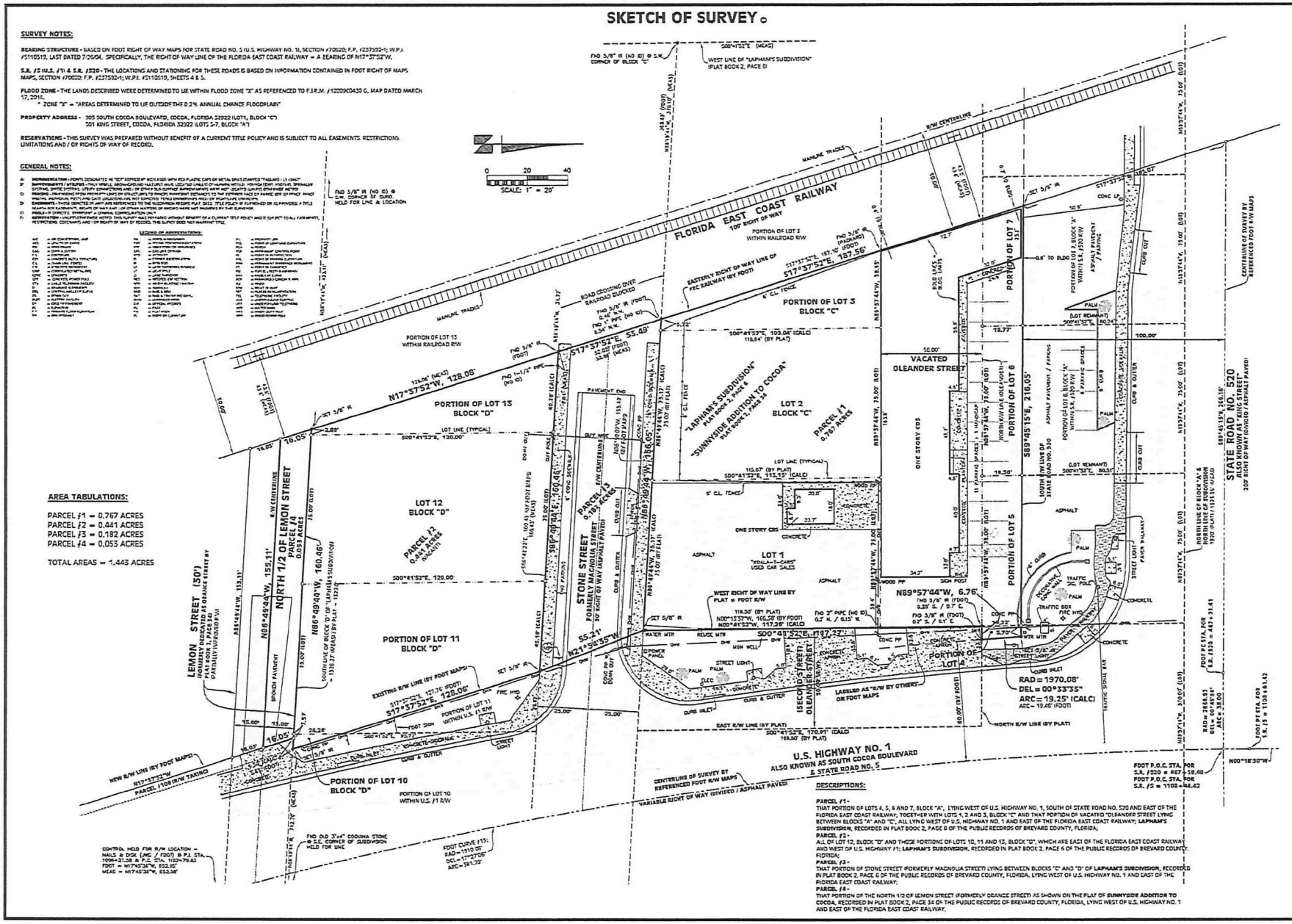
Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	01/27/2022
2023	03/30/2023

Document Images

03/30/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
10/29/2015 -- Florida Limited Liability	View image in PDF format

SKETCH OF SURVEY



SURVEY NOTES:

BEARING STRUCTURE - BASED ON FDOT RIGHT OF WAY MAPS FOR STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), SECTION #70020, F.P. #237592-1; W.P.I #5110519, LAST DATED 7/09/04. SPECIFICALLY, THE RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY = A BEARING OF N17°37'52"W.

S.R. #5 (U.S. #1) & S.R. #520 - THE LOCATIONS AND STATIONING FOR THESE ROADS IS BASED ON INFORMATION CONTAINED IN FDOT RIGHT OF WAYS MAPS, SECTION #70020: F.P. #237592-1; W.P.I. #5110519, SHEETS 4 & 5.

FLOOD ZONE - THE LANDS DESCRIBED WERE DETERMINED TO LIE WITHIN FLOOD ZONE "X" AS REFERENCED TO F.I.R.M. #12009C0433 G, MAP DATED MARCH 17, 2014.
* ZONE "X" = "AREAS DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

PROPERTY ADDRESS - 305 SOUTH COCOA BOULEVARD, COCOA, FLORIDA 32922 (LOT1, BLOCK "C")
201 KING STREET, COCOA, FLORIDA 32922 (LOTS 5-7, BLOCK "A")

RESERVATIONS - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

GENERAL NOTES:

- A: MONUMENTATION - POINTS DESIGNATED AS "SET" REPRESENT INCH ROD WITH RED PLASTIC CAPS OR METAL DISK STAMPED "PACKARD / LS 6947"
- B: IMPROVEMENTS / UTILITIES - ONLY VISIBLE, ABOVE-GROUND NATURAL AND MAN-MADE OBJECTS OF HUMAN INTEREST, HOWEVER, SPRINKLER SYSTEMS, WATER SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUBSURFACE IMPROVEMENTS, WERE NOT LOCATED UNLESS OTHERWISE NOTED.
- C: FENCING - DISTANCES FROM PROPERTY LINES OR STRUCTURES TO FENCES, PAVEMENT DISTANCES TO THE EXTERIOR FACE OF FENCE, SIDE OF FENCE, AND/OR WIDTHS, INDIVIDUAL POSTS, AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS UNLESS OTHERWISE NOTED.
- D: EASEMENTS - UNLESS DIRECTED BY ANY INTERESTED TO THE CONTRARY BEFORE PLAT SALE, TITLE POLICY IF FURNISHED OR AS PROVIDED A TITLE COMMITMENT OR OPINION, REPORT OR DATA AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THE SURVEYOR.
- E: BOUNDARY LINES - DESCRIPTIONS AND/OR BOUNDARY LINES DEPICTED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THE SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C = AIR CONDITIONER UNIT	FIRM = FLOOD INSURANCE RATE MAP	PROP. = PROPERTY LINE
ASPH. = ASPHALT PAVEMENT	FIP = FOUND IRON PIPE	P.O.B. = POINT OF BEGINNING
BLDG. = BUILDING	FIR = FOUND IRON ROD	P.O.C. = POINT OF COMMENCEMENT
BM = BENCH MARK	FIRC = FOUND IRON ROD & CAP	P.R.M. = PERMANENT REFERENCE MONUMENT
C = CALCULATED	FND = FOUND	P.C.P. = PERMANENT CONTROL POINT
CALC = CALCULATED	FPC = FOUND PIPE & CAP	R = RADIUS
CATV = CABLE TV	FPK = FOUND PK NAIL	R/W = RIGHT OF WAY
CB = CATCH BASIN	FPKC = FOUND PK NAIL & CAP	RCP = REINFORCED CONCRETE PIPE
CBS = CONCRETE BLOCK STRUCTURE	FSIR = FOUND SET IRON ROD	RES. = RESIDENCE
CH = CHORD	FSIRC = FOUND SET IRON ROD & CAP	SEC. = SECTION
CL = CENTERLINE	GAR. = GARAGE	SIR = SET IRON ROD
CLF = CHAIN LINK FENCE	I.D. = IDENTIFICATION	SIRC = SET IRON ROD & CAP
CONC. = CONCRETE	INV. = INVERT	SPK = SET PK NAIL
CPP = CONCRETE POWER POLE	L = ARC LENGTH	SPKC = SET PK NAIL & CAP
D = DEED	LB = LICENSED BUSINESS	TEL. = TELEPHONE
DEL = DELTA ANGLE	M = MEASURED	TYP. = TYPICAL
DRIVE = DRIVEWAY	MAS = MASONRY	UP = UTILITY POLE
E = EAST	MB = MAP BOOK	W = WEST
EL. = ELEVATION	MES = MASONRY ENCLOSURE STRUCTURE	WM = WATER METER
ENCL. = ENCLOSURE	MH = MANHOLE	WV = WATER VALVE
EOP = EDGE OF PAVEMENT	N = NORTH	
EOW = EDGE OF WATER	NAD = NORTH AMERICAN DATUM	
FD = FOUND	NGVD = NATIONAL GEODETIC VERTICAL DATUM	
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	NTS = NOT TO SCALE	
FF = FINISHED FLOOR	OHW = OVERHEAD WIRES	
FFE = FINISHED FLOOR ELEVATION	PB = PLAT BOOK	
FH = FIRE HYDRANT	PG = PAGE	

AREA TABULATIONS:

PARCEL #1 = 0.767 ACRES
PARCEL #2 = 0.441 ACRES
PARCEL #3 = 0.182 ACRES
PARCEL #4 = 0.053 ACRES

TOTAL AREAS = 1.443 ACRES

DESCRIPTIONS:

PARCEL #1 -
THAT PORTION OF LOTS 4, 5, 6 AND 7, BLOCK "A", LYING WEST OF U.S. HIGHWAY NO. 1, SOUTH OF STATE ROAD NO. 520 AND EAST OF THE FLORIDA EAST COAST RAILWAY; TOGETHER WITH LOTS 1, 2 AND 3, BLOCK "C" AND THAT PORTION OF VACATED "OLEANDER STREET LYING BETWEEN BLOCKS "A" AND "C", ALL LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #2 -
ALL OF LOT 12, BLOCK "D" AND THOSE PORTIONS OF LOTS 10, 11 AND 13, BLOCK "D", WHICH ARE EAST OF THE FLORIDA EAST COAST RAILWAY AND WEST OF U.S. HIGHWAY #1; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #3 -
THAT PORTION OF STONE STREET (FORMERLY MAGNOLIA STREET) LYING BETWEEN BLOCKS "C" AND "D" OF LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY;

PARCEL #4 -
THAT PORTION OF THE NORTH 1/2 OF LEMON STREET (FORMERLY ORANGE STREET) AS SHOWN ON THE PLAT OF SUNNYSIDE ADDITION TO COCOA, RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Date: 7/20/15

REVISIONS
ORIGINAL SURVEY DATE
MAP/BOUNDARY SURVEY

r.m. packard
SURVEYING & MAPPING, INC.
197 BOUGAINVILLEA DRIVE / SUITE "D"
ROCKLEDGE, FLORIDA 32955
TEL: (321) 639-4646 FAX: (321) 639-4952
WWW.RMPACKARD.COM

BOUNDARY SURVEY FOR:
BISCAYA COCOA HOLDINGS, LLC

DRAWN BY: RMP
CHK'D BY:
DATE: 7/20/15
DWG #: D-15-160
NOTES: FILES
JOB #: 15-160

SHEET 1 OF 1

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, In Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

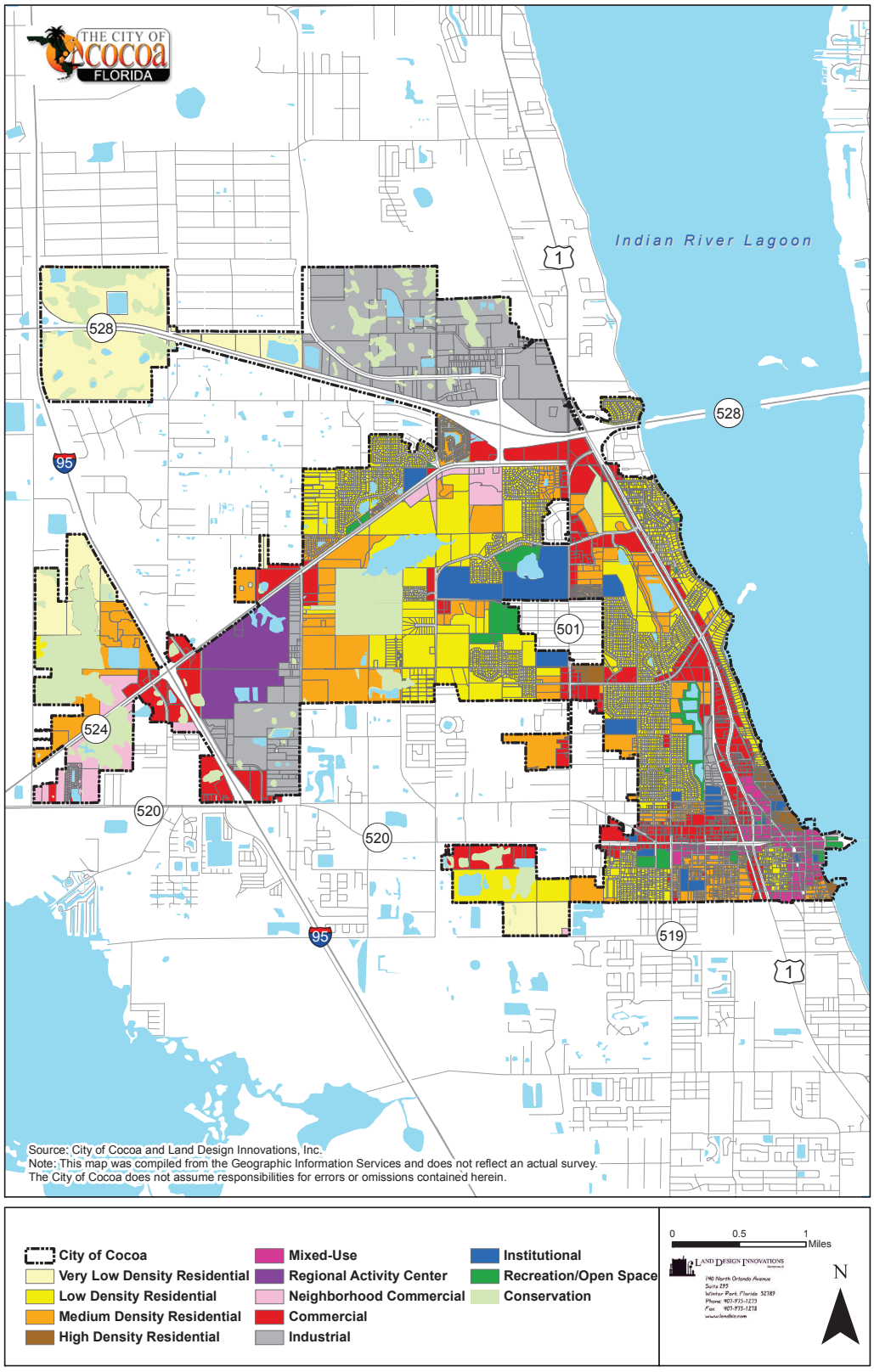
Together with:

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Map M-I-7: Future Land Use Map



LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/23/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/23/2024

Legal Clerk

Notary, State of WI, County of Brown

1-7-25

My commision expires

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Please do not use this form for payment remittance.

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#9756679 1/23/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING, ZONING MAP AMENDMENT AND SITE PLAN & PRELIMINARY PLAT APPROVAL
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-24-02100001 – ZONING MAP AMENDMENT (301 S. Cocoa Blvd)

A. Ordinance XX-2024. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of eleven (11) parcels of real property, totaling 1.39 acres, more or less, and generally located on the southwest corner of SR-520 and US-1, more particularly depicted and legally described on Exhibit "A" attached hereto, from Commercial Parkway District (C-P) to Neighborhood Commercial (C-N); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Parcel ID numbers: 24-36-33-31-A-5, 24-36-33-31-C-1, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-C-2, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, and 24-36-33-31-*-R.5.

PZ-21-00100002- SITE PLAN AND PRELIMINARY PLAT APPROVAL (Lakes at Cocoa Groves)

B. Consideration of a large-scale site plan and preliminary plat, pursuant to Chapter 18 and Appendix A, Zoning, Article XIII, Sec. 1 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD FOR BOTH ITEMS ON:
February 7, 2024
CITY COUNCIL 1st PUBLIC HEARING FOR ITEM A WILL BE HELD ON
February 13, 2024
CITY COUNCIL FINAL PUBLIC HEARING FOR THE PRELIMINARY PLAT IN ITEM B WILL BE HELD ON
February 13, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, Assistant City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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

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

Public Participation Information:

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

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

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

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

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

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

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	24-162	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/22/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approve a First Addendum to the City Manager's Employment Agreement. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 22, 2024
Agenda Date: March 26, 2024
Prepared By: Stockton Whitten, City Manager
Through: Stockton Whitten, City Manager
Requested Action:
Approve a First Addendum to the City Manager's Employment Agreement.

BACKGROUND:

Following discussions with individual City Council members, a First Addendum to the existing City Manager's Employment Agreement is proposed. The City is currently in a state of unprecedented growth that will require leadership continuity over the next 3 to 4 years. It is requested the existing Employment Agreement be amended to accommodate this need.

The addendum would provide for the amendments.

- **The term of the agreement would be extended from the current ending date of midnight October 8, 2025 to October 8, 2027.**
- **The annual salary of the Manager would be capped at the current annual salary through the term of the contract.**

In conjunction with this item, Councilmembers will also provide the City Manager with performance evaluations.

STRATEGIC PLAN CONNECTION:

Organizational Effectiveness, Economic/Community Development.

BUDGETARY IMPACT:

There is positive budgetary and financial impact associated with this request as the City Manager's annual salary would be capped at the current amount for the next three fiscal years.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the first addendum to the City Manager's Employment Agreement.

Legislation Details (With Text)

File #:	24-051	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	1/24/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the residence located at 1206 Yale Lane, be reduced to $15,332.50. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LRApp.pdf BCPA.pdf LR Staff Report(2).pdf Cost Aff -1206.pdf 1. IRL.pdf 2. NOV.pdf 5. NOH1.pdf BO.pdf BTR.pdf NOHNC.pdf Order.pdf 2021 Demand Letter.pdf BCPAO(2).pdf Failed Lien Red Insp 28Jul23.msg Minutes 2-15-2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 28, 2024
Agenda Date: March 26, 2024
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the residence located at 1206 Yale Lane, be reduced to $15,332.50..

BACKGROUND:

CASE # 20-1362

This case was brought to the board for a lien reduction on **January 18, 2024** and I apologize, I read from an unedited template.

For the record the testimony I gave with dates and amounts were incorrect but the testimonies given by staff and Mrs. Fuller was correct. At this time, I'd like to re-read the correct information on the record.

The Code Enforcement Board held a public hearing on **8/19/2021**, at which time the Board found the owner, **Harold & Risa Fuller** in violation of the following:

- **Business Tax Receipt, Sec. 12-1 (a)(b)**
- **Rental Business Tax, Sec. 6-2003**
- **Storing Junk or Autos, Sec. 6-902 (b)(1)(2)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **11/18/2021.**

The lien ran at **$75.00** per day from **10/16/2021** until compliance was achieved on **11/29/2022**. Code records show onsite inspections were conducted by **Officer's Pettengill, Buonocore and Myself**. The case was closed leaving a fine of **$30,665.00**.The current owner, **Risa R. Fuller**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a rental property**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **29**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected on January 18, 2024 and this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$142,080** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$3,840.28**

Staff's recommendation is that the fine/lien be reduced to **$3,840.28** which is the cost of staff to

prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting on February 15, 2024, recommended that the lien be reduced to $15,332.50.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the residence located at 1206 Yale Lane, be reduced to $15,332.50.

1206 Yale Ln

Application # CE - 19 - 1362

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

PAID 11/16/23

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 11-13-23

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

Company (if applicable): _____

Name: Risa Fuller

Mailing Address: 4345 James Rd

City: Cocoa State: FL Zip Code: 32926

Phone #: _____ Fax #: _____

Mobile #: 972 207-3360 E-mail: rafullerfuller@tx.rr.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

INSPECTED & APPROVED 12/12/2023

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2416575
Owners	Fuller, Harold; Fuller, Risa R
Mailing Address	4345 James Rd Cocoa FL 32926
Site Address	1206 Yale Ln Cocoa FL 32922
Parcel ID	24-36-20-50-16-3
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.20
Subdivision	Pineridge Unit No 4
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0013/0023
Land Description	Pineridge Unit No 4 Lot 3 Blk 16



VALUE SUMMARY

Category	2020	2019	2018
Market Value	$64,840	$60,550	$55,950
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$60,340	$54,860	$49,880
Assessed Value School	$64,840	$60,550	$55,950
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$60,340	$54,860	$49,880
Taxable Value School	$64,840	$60,550	$55,950

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
10/02/2014	$36,000	WD	Improved	7225/0818
08/07/2014	--	CT	Improved	7183/2847
09/02/2007	--	QC	Improved	5868/9991
06/15/2005	$109,000	WD	Improved	5487/6393
07/30/1990	$48,300	WD	--	3074/3863
03/01/1970	$10,900	--	--	1120/0576

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Painted Exterior	Year Built	1960
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	240	Screen Enclosure	108
Base Area (1st)	1,098		
Open Porch	96		
Utility Room	72		

Total Base Area	1,338
Total Sub Area	1,506

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
2/15/2024

LIEN REDUCTION REQUEST FOR
1206 Yale Ln

CASE # 20-1362

This case was brought to the board for a lien reduction on **January 18, 2024** and I apologize, I read from an unedited template.

For the record the testimony I gave with dates and amounts were incorrect but the testimonies given by staff and Mrs. Fuller was correct. At this time, I'd like to re-read the correct information on the record.

The Code Enforcement Board held a public hearing on **8/19/2021**, at which time the Board found the owner, **Harold & Risa Fuller** in violation of the following:

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- **Rental Business Tax, Sec. 6-2003**
- **Storing Junk or Autos, Sec. 6-902 (b)(1)(2)**

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Staff submits their cost sheet and the in the total amount of **$3,840.28**

Staff's recommendation is that the fine/lien be reduced to **$3,840.28** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-20-1362 **Date: 1/3/23**

Risa Fuller

Site Address: 1206 Yale

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	29	0.75	$35.06	$762.56
2	Code Manager	11	0.75	$48.54	$400.46
3					
				Total A1	$1,163.01

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	29	0.5	35.06	$1,016.74
2	Code Manager	7	0.5	48.54	$339.78
3					
				Total A2	$1,356.52

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$69.71	$139.42
4					
5					
				Total A3	$980.32

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	207	$0.55	$113.85
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$340.43

C. Total Amount of Cost (A1+A2+A3+B): $3,840.28

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

November 24, 2020 **Inspection Report Letter** CASE # 20-1362

Owner/Address:
Fuller, Harold; Fuller, Risa R
4345 James Rd
Cocoa FL 32926

PROPERTY LOCATION: 1206 Yale Ln Cocoa FL 32922
PARCEL ID #: 24-36-20-50-16-3
INSPECTION VISIT DATE: November 19, 2020

YOU ARE HEREBY NOTIFIED that an inspection of the above property disclosed that you have violated the code(s)/ordinance(s) of the City of Cocoa, Florida that are itemized and attached to this letter. Therefore, you are directed to correct the violations within **THIRTY (30)** days from receipt of this letter, notice or posting. If you have any questions regarding this matter, we strongly recommend that you contact our office as soon as possible to avoid any further Code Enforcement action.

City of Cocoa Code Violation(s):

XXXII.Storing Junk or Autos, Ch 6 Sec. 6-902 (b)(1)(2)
V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b)
XXVIII.Rental Business Tax, Ch 6 Sec. 6-2003

Corrective Action*:*

XXXII-Please remove or repair any and all vehicles. All vehicles must have a current registration.

V-Please obtain or renew any required Business Tax Receipt for business at this location.

XXVIII-Please obtain a Business Tax Receipt for your rental property.

ATTENTION: It is your responsibility to notify the Code Enforcement Division when the violation(s) have been corrected to schedule an inspection.

For any additional information or remedies, please call your assigned Code Enforcement Officer below

Sincerely,

K. Carver

K. Carver, Code Enforcement Officer
321-482-4608 ; kcarver@cocoafl.org

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 5/29/2021
CASE: 20-1362

To: **Fuller, Harold; Fuller, Risa R**
4345 James Rd
Cocoa FL 32926

Notice of Violation

Address of Violation: 1206 Yale Ln Cocoa FL 32922
Parcel Control No.: 24-36-20-50-16-3
Legal Description: Pineridge Unit No 4 Lot 3 Blk 16

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

XXXII.Storing Junk or Autos, Ch 6 Sec. 6-902 (b)(1)(2)

V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b)

XXVIII.Rental Business Tax, Ch 6 Sec. 6-2003

*

Corrective Action*:*

XXXII-Please remove or repair any and all vehicles. All vehicles must have a current registration.

V-Please obtain or renew any required Business Tax Receipt for business at this location.

XXVIII-Please obtain a Business Tax Receipt for your rental property.

*

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Gerald Pettengill

Gerald Pettengill
Code Enforcement Officer
(321)704-0647 gpettengill@cocoapolice.com

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 7/29/2021
CASE: 20-1362
ADDRESS: 1206 Yale Ln

To: **Fuller, Harold; Fuller, Risa R**
4345 James Rd
Cocoa FL 32926

Complainant
THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)
Fuller, Harold; Fuller, Risa R
Current Property Owner

VS.

NOTICE OF HEARING

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 8/19/2021, at 6:00 p.m. or as soon thereafter possible. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

The Code Enforcement Board will receive testimony and evidence at said hearing regarding the violation(s) occurring upon the Property of the Respondent(s) as set forth in the Notice(s) of Violation and shall make a determination as to whether such violation(s) is/are corrected pursuant to Section 162.07, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances.

You are entitled to testify and present evidence and witnesses in defense at the hearing. Since the proceedings of the Code Enforcement Board are legal in nature, you may wish to have legal counsel attend the above referenced hearing.

The Code Enforcement Board may enter an Order requiring the owner of the Property to correct any violation(s) by a specific date and that a fine may be imposed not to exceed Two Hundred and Fifty Dollars ($250.00) per violation for a first violation or Five Hundred Dollars ($500.00) per violation for a repeat violation, for each day any violation(s) exist(s) or continue(s) to exist beyond the date the Code Enforcement Board orders you to correct the violation(s). This penalty, if not paid, will become a lien on the Property and any other personal or real property owned by the Respondent(s) which can be satisfied by foreclosure and sale of said Property and/or other personal or real property.

AN AGGRIEVED PARTY, INCLUDING THE CITY OF COCOA, MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT AS PROVIDED BY THE GENERAL LAW OF THE STATE OF FLORIDA. ANY SUCH APPEAL MUST BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE ORDER TO BE APPEALED. FURTHER, IF AN APPEAL IS FILED, THE AGGRIEVED PARTY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE BOARD'S HEARING IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Gerald Pettengill
Gerald Pettengill, Code Enforcement Officer
321-704-0647;gpettengill@cocoapolice.com

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-1362

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

FULLER, HAROLD; FULLER, RISA R
Owners of the Property located at:
1206 YALE LN
Cocoa, FL 32922
Parcel ID: 24-36-20-50-16-3

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on August 19, 2021 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

X *V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b)*

X *XXVIII.Rental Business Tax, Ch 6 Sec. 6-2003*

X *XXXII.Storing Junk or Autos, Ch 6 Sec. 6-902 (b)(1)(2)*

☐ *Select Code Violation*

☐ *Select Code Violation*

☐ *Select Code Violation*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

X *V.Business Tax Receipt Ch 12 Sec. 12-1 (a)(b)*

X *XXVIII.Rental Business Tax, Ch 6 Sec. 6-2003*

X *XXXII.Storing Junk or Autos, Ch 6 Sec. 6-902 (b)(1)(2)*

☐ *Select Code Violation*

☐ *Select Code Violation*

☐ *Select Code Violation*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until **September 19, 2021** to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **$75.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 19 DAY OF August, 2021.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

_____
Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at FULLER, HAROLD; FULLER, RISA R, whose mailing address is 4345 JAMES RD COCOA FL 32926 this 19 day of August, 2021 via __hand delivery/__certified mail/ **X** U.S. mail/__posting (mark all that apply).

_____
Secretary, Code Enforcement Board

City of Cocoa

LOCAL BUSINESS TAX RECEIPT

65 Stone Street

Cocoa, Florida 32922

(321) 433 - 8501

Receipt Number 23-00008484

10/22-09/23

HAROLD & RISA FULLER
4345 JAMES ROAD
COCOA FL 32926

BASE FEE	ADDITIONAL CHARGE	LATE PENALTY	TOTAL PAID
0.00	0.00	0.00	0.00

NAICS Code: 531RT
Classification: Real Estate
Local Business Tax Receipt Number: 23-00008484
Date Issued: November 28, 2022
Expiration Date: September 30, 2023

Location Address:
1206 YALE LN
COCOA FL 32922

A penalty will be imposed on any persons failing to post this receipt conspicuously in the place of business or for not renewing by September 30th. This receipt is transferable only under conditions stated in Chapter 12, Cocoa City Code.

This Local Business Tax Receipt does not constitute an endorsement approval or disapproval of the holder's skill or competence or for the compliance or non-compliance of the holder with other laws, regulations or standards.

Please Note: If payment was made by check or credit card and returned to the City of Cocoa for "non-sufficient funds" or payment is refused by your credit card company then your Local Business Tax Receipt is not valid.

Customer Service Feedback Survey: Please take a moment to complete a brief customer service survey regarding your experience with the City of Cocoa Community Development Department.

The online Customer Service Feedback Survey can be found at:

www.cocoafl.org/communityservicescustomersurvey

For any questions concerning this Local Business Tax Receipt, please contact a Permit/License Technician at (321) 433-8501 or 8502.

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 11/5/2021
CASE: 20-1362
ADDRESS: 1206 Yale Ln

To: **Fuller, Harold; Fuller, Risa R**
4345 James Rd
Cocoa FL 32926

Notice of Non Compliance Hearing

Complainant	Respondent(s)
THE CITY OF COCOA	**Fuller, Harold; Fuller, Risa R**
A Florida Municipal Corporation	**Current Property Owner**

A HEARING will be conducted before the City of Cocoa Code Enforcement Board on 11/18/2021, at 6:00pm or as soon thereafter possible, to determine whether Respondent has come into compliance with the Code Enforcement Board's previous order. The hearing will be held at the City of Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, FL 32922.

Gerald Pettengill

_____

Gerald Pettengill
Code Enforcement Officer
321-704-0647
gpettengill@cocoapolice.com

COCOA CITY
65 STONE ST
COCOA, FL 32922-7807

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-1362
11/18/2021

CFN 2021323680, OR BK 9354 PAGE 2862,
Recorded 12/13/2021 at 04:43 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:1

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

FULLER, HAROLD; FULLER, RISA R
Owners of the Property located at:
1206 YALE LN
Cocoa FL 32922

Parcel ID: 24-36-20-50-16-3

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 11/18/2021 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 10/16/2021

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$75.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 18th, day of November, 2021

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 18th day of November, 2021, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 18, 2021

Owner/Address:
FULLER, HAROLD; FULLER, RISA R
4345 JAMES RD
COCOA FL 32926

Re: 1206 Yale Ln

Dear Owner/Property Manager/Registered Agent

On **12/18/2021** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.



Sincerely,

Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

Dana Blickley, CFA, Brevard County Property Appraiser
Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700
www.BCPAO.us
Disclaimer

REAL PROPERTY DETAILS
Account 2416575 - Roll Year 2023

Owners	FULLER, RISA R
Mailing Address	4345 JAMES RD COCOA FL 32926
Site Address	1206 YALE LN COCOA FL 32922
Parcel ID	24-36-20-50-16-3
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.20
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0013/0023
Subdivision	PINERIDGE UNIT NO 4
Land Description	PINERIDGE UNIT NO 4 LOT 3 BLK 16



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$142,080	$122,220	$80,920
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$80,300	$73,000	$66,370
Assessed Value School	$142,080	$122,220	$80,920
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$80,300	$73,000	$66,370
Taxable Value School	$142,080	$122,220	$80,920

SALES / TRANSFERS

Date	Price	Type	Instrument
11/08/2022	--	DC	9856/1939
10/02/2014	$36,000	WD	7225/0818
08/07/2014	--	CT	7183/2847
09/02/2007	--	QC	5868/9991
06/15/2005	$109,000	WD	5487/6393
07/30/1990	$48,300	WD	3074/3863
03/01/1970	$10,900	--	1120/0576

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details	
Year Built	1960
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	240
Base Area (1st)	1,098
Open Porch	96
Utility Room	72
Total Base Area	1,338
Total Sub Area	1,506

Extra Features	
Screen Enclosure	108

2. Approval of Meeting Minutes: January 18, 2024.

Motion by Mr. Brown, seconded by Mr. Otero, to approve to the minutes of January 18, 2024. Vote on the motion carried unanimously.

3. Submit to the record of all documents & notices for all cases on the Agenda.

OTHER BUSINESS:

1. CE-20-1362 – 1206 Yale Ln – Correction of information and board's order

This case was brought to the board for a lien reduction on **January 18, 2024** and I apologize, I read from an unedited template.

For the record the testimony I gave with dates and amounts were incorrect but the testimonies given by staff and Mrs. Fuller was correct. At this time, I'd like to re-read the correct information on the record.

The Code Enforcement Board held a public hearing on **8/19/2021**, at which time the Board found the owner, **Harold & Risa Fuller** in violation of the following:

- **Business Tax Receipt, Sec. 12-1 (a)(b)**
- **Rental Business Tax, Sec. 6-2003**
- **Storing Junk or Autos, Sec. 6-902 (b)(1)(2)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **11/18/2021.**

The lien ran at **$75.00** per day from **10/16/2021** until compliance was achieved on **11/29/2022**. Code records show onsite inspections were conducted by **Officer's Pettengill, Buonocore and Myself**. The case was closed leaving a fine of **$30,665.00**.The current owner, **Risa R. Fuller**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**

- Applicant resides at the property: **No, this is a rental property**

- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **29**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected on January 18, 2024 and this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$142,080** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$3,840.28**

Staff's recommendation is that the fine/lien be reduced to **$3,840.28** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property attorney: Nathan Meloon
Property owner was sworn in: Risa Fuller, 4345 JAMES RD

Mr. Brown wanted to make a motion. Attorney Babb-Nutcher said the case has already been hear but it is the Code Board discretion to hear the testimony again. Chairman Roberts asked what was decided at the January Code Board and the correct amounts of the lien. A fifty percent (50%) reduction was given at the prior meeting in the amount of $29,505.00.

Attorney Meloon stated that Ms. Fuller asked for the lien be reduced to zero on her application but has stated she would be willing to pay staff's cost of $3,840.28. Chairman Roberts discussed the items that happened at the last Board meeting. Mr. Otero commented on why the lien was reduced to a fifty percent (50%) reduction. Mrs. Acosta wanted to remind the members that there were also neighbor complaints. Acting Code Enforcement Manager Gonzalez said the complaint was from a citizen. The Board Members wanted to go through the pictures to show how long the car hauler and cars were constantly at the property. Mr. Brown wanted to make a motion to reduce the lien to $4,500.00 said he didn't feel it was a serious problem. Mrs. Acosta said the neighbors had to deal with what was going on at the property for 29 days. She felt it was irresponsible no matter if it was the renter or the property owner. Vice Chairman Brown's motion was denied. Mrs. Fuller wanted to give testimony about her

neighbors. Attorney Babb-Nutcher told Mrs. Fuller that she is trying to go back through the violations that existed or not and that is not proper at this point. There are factors to consider on reducing a fine which is totally in the Boards discretion. Attorney Babb-Nutcher explained that the length of time it took to come into compliance, the cooperativeness of the owner, the seriousness of the violation and sometimes the value of the house. Those are the things at this stage that are important. Attorney Babb-Nutcher said the property owner has already missed her opportunity as there is a statutory appellate process for that. Acting Code Enforcement Manager Gonzalez gave more information about the case Mrs. Fuller said was closed. Officer Buonocore opened a duplicate case when there was a lien already running. He was told to close that case which was discussed at the last meeting. This case continued to run until compliance was achieved. The 29 visits were from the beginning of the case until compliance for the lien reduction. More discussion amongst the Board members, the property owner, Attorney Meloon and staff.

Motion by Mr. Otero, seconded by Mrs. Acosta, to amend staff's recommendation to City Council the lien reduction be in the amount of fifteen thousand three hundred thirty-two dollars and fifty cents **($15,332.50).** Vote: Yay (4) Nay (1) Motion Past

CASES:

1. CE-23-509 – 3818 Parapet Dr.

Complied.

2. CE-23-765 – 2227 Dartmouth Dr.

Complied.

3. CE-23-111 – 414 N Fiske Blvd

Complied.

4. CE-23-186 – 421 Thomas Ave.

Code Enforcement Officer Augusto Gonzalez Acting Code Enforcement Manager provided an overview of the Case history and presented exhibits for the Board's review. Officer Gonzalez testified that the Property Owner was in violation of ***Accum of Trash and Litter, Ch. 6 Sec. 6-900 (b) (1) (a-d), Exterior General Condition, Ch. 6 Sec. 6-1003 (a-p), Rental Business Tax, Ch. 6 Sec. 6-2003 and Storing Outdoors, Ch. 6 Sec. 6-900 (b) (11)*** of the City Code.

Legislation Details (With Text)

File #:	24-098	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	2/22/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	

Title: Approve the current Code Enforcement Lien for the commercial property located at 1127 W King St, be reduced to $4,085.42. (Chief of Police)

Sponsors:

Indexes:

Code sections:

Attachments:
LR Application.pdf
LR Staff Report.pdf
Cost Aff -1127.pdf
BCPAO.pdf
NOV.pdf
Photo.pdf
Finding Order.pdf
15Feb18 Min..pdf
15Mar18 Min.pdf
Order.pdf
BCPAO(2).pdf
Demand Letter 2021.pdf
Demand Letter 2022.pdf
Demand Letter 2022(2).pdf
LR Insp Fail Email.msg
Eviction Documents.pdf
Eviction Documents (2).pdf
LR Min.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2024
Agenda Date: March 26, 2024
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the commercial property located at 1127 W King St, be reduced to $4,085.42.

BACKGROUND:

CASE # 17-761

The Code Enforcement Board held a public hearing on **2/15/2018**, at which time the Board found the owner, **Moto Werks LLC** in violation of the following:

- **Accum. Of Trash and Litter, Sec. 6-900 (b)(1)(a-d)**
- **Storage of Rec. Vehicles, App. A Art. XIII Sec. 14 (a-d)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **3/15/2018.**

The lien ran at **$50.00** per day from **2/26/2018** until compliance was achieved on **4/13/2023**. Code records show onsite inspections were conducted by Officer's **Murdick, Gonzalez and myself**. The case was closed leaving a fine of **$93,580.00**.The current owner, **Moto Werks LLC**, is requesting that the lien be reduced to **Cost of Staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a commercial building**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid to 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$262,330.00** according the Brevard County Property Appraiser as a **General-Commercial Building**.

Staff submits their cost sheet and the in the total amount of **$4,085.42**

Staff's recommendation is that the fine/lien be reduced to **$4,085.42** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting February 15, 2024, recommended that the lien be reduced to $4,085.42.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the commercial property located at 1127 W King St, be reduced to $4,085.42.

$50-

Application # CE - 17 - 761

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 1-16-24

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

Company (if applicable): Moto Werks LLC

Name: Elena Swiden, MGR

Mailing Address: 430 Sundord ct

City: Merritt Island State: FL Zip Code: 32953

Phone #: 321-693-0101 cell Fax #: _____

Mobile #: _____ E-mail: Elena.Swiden@gmail.com

3. **Property Owner Information:** ** Check here if same as Applicant →* ☒
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 1127 W King St Cocoa, FL 32922

Parcel ID:

24-36-32-04-*-3.06□□-

□□□□.□□

Tax Account Number:

2424359

Existing Use(s) on Property: for sale Vacant - Under Contract

Proposed Use(s) on Property: Retail Kayak Shop

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Junk & trash

Date Fine or Lien Imposed: 10-11-2017 Amount of Fine: 93,610.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 4-13-23

5. **Please provide the following information:**

Code enforcement case number: 17-00000761

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

I had no knowledge as half owner of the violations or the lien until a letter came to the Sunbiz listed mailing address over 5 years later. I took immediate legal Action to evict tenant and other owner to remedy the violations.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I had no Knowledge.

Amount you are requesting that the lien be reduced to: City's cost

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

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

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, Elena Swiden being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Elena Swiden
(APPLICANT SIGNATURE)

Elena Swiden, MGRM Motowerks LLC
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

Darla D. Crowl
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 16 day of January, 20 24

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

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

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
2/15/2024

LIEN REDUCTION REQUEST FOR
1127 W. King St

CASE # 17-761

The Code Enforcement Board held a public hearing on **2/15/2018**, at which time the Board found the owner, **Moto Werks LLC** in violation of the following:

- **Accum. Of Trash and Litter, Sec. 6-900 (b)(1)(a-d)**
- **Storage of Rec. Vehicles, App. A Art. XIII Sec. 14 (a-d)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **3/15/2018.**

The lien ran at **$50.00** per day from **2/26/2018** until compliance was achieved on **4/13/2023**. Code records show onsite inspections were conducted by Officer's **Murdick, Gonzalez and myself**. The case was closed leaving a fine of **$93,580.00**.The current owner, **Moto Werks LLC**, is requesting that the lien be reduced to **Cost of Staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a commercial building**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid to 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$262,330.00** according the Brevard County Property Appraiser as a **General-Commercial Building**.

Staff submits their cost sheet and the in the total amount of **$4,085.42**

Staff's recommendation is that the fine/lien be reduced to **$4,085.42** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-17-761 **Date: 2/6/24**

Moto Werks LLC

Site Address: 1127 W King St

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	15	0.75	$35.06	$394.43
2	Code Manager	6	0.75	$48.54	$218.43
3					
				Total A1	$612.86

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	48	0.5	35.06	$1,682.88
2	Code Manager	7	0.5	48.54	$339.78
3					
				Total A2	$2,022.66

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	20	$36.06	$721.20
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	2	$69.71	$139.42
4					
5					
				Total A3	$1,160.62

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	114	$0.55	$62.70
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$289.28

C. Total Amount of Cost (A1+A2+A3+B): $4,085.42

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2424359
Owners	MOTO WERKS LLC
Mailing Address	1127 KING ST COCOA FL 32922
Site Address	1127 W KING ST COCOA FL 32922
Parcel ID	24-36-32-04-*-3.06
Property Use	2740 - REC. VEH. OR MH SALES/NEW OR USED
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.53
Subdivision	VIRGINIA PARK RESUBD
Site Code	0310 - STATE ROAD 520
Plat Book/Page	0008/0043
Land Description	VIRGINIA PARK RESUBD PT OF TR 3 AS DES ORB 1221 PG 117



VALUE SUMMARY

Category	2022	2021	2020
Market Value	$256,120	$250,670	$268,760
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$256,120	$250,670	$268,760
Assessed Value School	$256,120	$250,670	$268,760
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$256,120	$250,670	$268,760
Taxable Value School	$256,120	$250,670	$268,760

SALES/TRANSFERS

Date	Price	Type	Instrument
10/29/2015	$270,000	WD	7484/1308
04/26/2013	$140,000	WD	6866/2825
04/23/2013	--	CT	6858/2535
02/01/1993	--	QC	3308/1000
06/30/1988	$265,000	WD	2917/2683
10/07/1987	$202,000	WD	2849/0563
03/27/1984	$215,000	WD	2497/2567

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 2740 - REC. VEH. OR MH SALES/NEW OR USED

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR , THERMAL GLASS	Year Built	1957
Frame:	MASNRYCONC , METALFRAME	Story Height	11
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	8,640	Paving - Concrete	380
Total Base Area	8,640	Paving - Asphalt	14,610
Total Sub Area	8,640		

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 10/11/2017
CASE: 17-761

To: **Moto Werks LLC**
1127 King St
Cocoa FL 32922

Notice of Violation

Address of Violation: 1127 King St Cocoa FL 32922
Parcel Control No.: 24-36-32-04-*-3.06
Legal Description: Virginia Park Resubd Pt Of Tr 3 As Des Orb 1221 Pg117

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

II.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d

XXX.Storage of Rec. Vehicles, App A Art. XIII Sec 14 (a-d)

Select Code Violation

Corrective Action:

II-Please remove or place all outside storage, trash, junk, and debris in a fully enclosed building.
Select Corrective Action

XXX-Please park all recreational equipment to meet zoning requirements.
(D) Such equipment shall not be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or any location not approved for such use.

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.

If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Micheal Mack
Code Enforcement Officer
321-704-0647, mmack@cocoafl.org


RAPTOR
12/13/2017 11:45


12/13/2017 11:45

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-761

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Moto Werks Llc
Owners of the Property located at:
1127 W King Street
Cocoa, FL 32922

Parcel ID: 24-36-32-04-*-3.06

Respondent,

_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on February 15, 2018 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d and Storage of Rec. Vehicles. App A Art. XIII Sec 14 (a-d), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d and Storage of Rec. Vehicles. App A Art. XIII Sec 14 (a-d), of the City Code.

9L 7199 9991 7038 1730 1314

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until February 25, 2017 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of fifty dollars ($50.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 15th DAY OF February, 2018.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Moto Werks LLC, whose mailing address is 1127 King St Cocoa FL 32922 this 16th day of February, 2018 via __hand delivery/✓certified mail/✓U.S. mail/__posting (mark all that apply).

Secretary, Code Enforcement Board

NOTARY PUBLIC STATE OF FLORIDA
RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

6. **CE-17-599 1305 Dixon Blvd.**

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of Accessory Structures Ch 6 Sec. 6-1001 (g), Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d, Maint of Struct/Grounds Ch 6 Sec. 6-900 (b)(4) a-c, Permit Required App A Art. XV Sec 2 (a), Parking in Yard Ch 6 Sec. 6-900 (b)(9), Storing Outdoors Ch. 6 Div. 3 Sec. 6-900(b) (11) and Trailers in the Yard, Ch. 6 Sec. 6-900(b) (15)* of City of Cocoa Code. Officer Mack requested that the Board find the Property Owner in violation and be given until March 17, 2018 (30 days) to come into compliance or impose a fine for one hundred seventy-five dollars ($175.00) per day until found in compliance.

Discussion amongst the Board members and staff

Motion by Mr. Cicerrella, seconded by Mr. Lightholder, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried unanimously.

8. **CE-17-761 1127 W King St.**

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d and Storage of Rec. Vehicles, App A Art. XIII Sec 14 (a-d) of City of Cocoa Code.

Dennis Bunt, Code Manager, gave a brief update to the Board members regarding the case. Mr. Bunt explained that the Code Department spoke with Planning and Zoning regarding the RV on site being used as an onsite security, he continued with explaining Mr. Rude has not submitted for onsite security as of that date.

Kevin Rude, 430 Sundoro Ct, MI, was sworn in. Mr. Rude testified that he doesn't live in the RV at 1127 W King Street.

Discussion amongst the Board members, staff and Mr. Rude.

Mr. Bunt explained that the City Code states that a RV cannot be set up for use and having the RV on the property is not a problem but explained having it set up for use is a violation.

Mr. Rude explained that all dealers in this line of work have RV's and use them in this manner.

Additional discussion amongst the Board members, staff and Mr. Rude.

Mr. Bunt stated that there have been several complaints regarding someone living in the RV.

Additional explanations given to Mr. Rude from Mr. Bunt and Board members regarding what he can do.

Mr. Lightholder asked if Mr. Rude had a motor vehicle dealer license.

Mr. Rude explained that he has a motor vehicle license; he stated he is a motorcycle dealer.

Additional discussion amongst the Board members, Chief, staff and Mr. Rude.

Motion by Mr. Cicerrella, seconded by Ms. Moretto, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried unanimously.

Additional statements made by Mr. Rude and discussion with Board members.

NON-COMPLIANCE:

3. CE-17-714 710 W King St.

Code Enforcement Officer Steve Murdick provided an overview of the Case history and presented exhibits for the Board's review. Officer Murdick testified that the Property Owner is in violation of Protective Treatment, Ch 6 Sec. 6-1003 (b) and Abatement Procedures Ch 6 Sec. 6-903, of the City of Cocoa Code. Officer Murdick stated that the Case was heard on November 16, 2017 and the Property Owner was given until January 17, 2018 to correct the violation or impose a fine in the amount of fifty dollars ($50.00) per day until found in compliance. Officer Murdick requested that the Board find the Property Owner in non-compliance from dates January 18, 2018 to February 1, 2018 (14 days) and impose a fine for seven hundred dollars ($700).

Khaled Alian, 214 Las Palmas St, Royal Palm, FL., was sworn in.

No discussion amongst Board members and Mr. Alian.

Motion by Mr. Lightholder, seconded by Mr. Moretto, to find the property in compliance. Vote on the motion carried unanimously.

1. CE-17-372 240 Orange St.

Code Enforcement Officer Steve Murdick provided an overview of the Case history and presented exhibits for the Board's review. Officer Murdick testified that the Property Owner is in violation of Protective Treatment, Ch 6 Sec. 6-1003 (b), of the City of Cocoa Code. Officer Murdick stated that the Case was heard on September 21, 2017 and the

Mrs. Pita stated that they hired a contractor in January and it would take 4-6 weeks for them to start the work.

Dennis Bunt, Code Manager, stated the contractor the Pita's hired started work without obtaining the necessary permits first. Mr. Bunt contacted the Pita's to inform them of the violation of work without permits. He stated the contractor has pulled the permits at this time.

Discussion amongst the Board members, staff and Mrs. Pita.

Mrs. Pita explained to the Board members that the contractor stated to them that once the concrete has been poured, they would have to waiting 45 days to pour the second half of the concrete and other 45 days before entering the structure for repairs.

Additional discussion amongst the Board members, staff and Mrs. Pita.

Motion by Mr. Lightholder, seconded by Mr. Klug, to accept Staff's recommendation and find the Property Owners in non-compliance. Vote on the motion carried unanimously (6-0).

5. **CE-17-761 1127 W King Street**

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d and Storage of Rec. Vehicles, App A Art. XIII Sec 14 (a-d), of the City of Cocoa Code. Officer Mack stated that the Case was heard on February 15, 2018 and the Property Owner was given until February 25, 2018 to correct the violation or impose a fine for fifty dollars ($50.00) per day until found in compliance. Officer Mack requested that the Board find the Property Owner in non-compliance and impose a fine for fifty dollars ($50.00) per day until found in non-compliance.

Kevin Rude, 430 Sundoro Ct, MI, was sworn in. Mr. Rude stated has shown the RV several times since the last meeting and that is why the slide is out.

Discussion amongst the Board members and Mr. Rude.

Dennis Bunt, Code Manager, explained that Mr. Rude has several avenues to demonstrate that he is in compliance has not contacted staff for compliance.

Additional discussion amongst the Board members and Mr. Rude.

Mr. Rude stated he was told not to have the RV plugged in to electric or water 24/7 and stated he has it most of the time unplugged & no water and the slide is not out for 24/7 either.

Additional discussion amongst the Board members and staff.

Motion by Mr. Cicerrella, seconded by Ms. Weaver, to accept Staff's recommendation and find the Property Owners in non-compliance. Vote on the motion carried unanimously (6-0).

LIEN REDUCTION:

None

ABATEMENT APPEALS:

1. **CE-18-25 1018 Gray Road**

This case was withdrawn

DEMOLITION APPEALS:

1. **CE-18-21 731 W King Street**

This case was withdrawn

OTHER BUSINESS:

I. Manager Announcements

No announcements

NEXT MEETING:

The Board members established that the next meeting would be held on April 19, 2018.

ADJOURNMENT:

There being no further business the meeting adjourned at 8:06 PM.

Approved on this 19th day of April, 2018.

Jim Gifford, Chairman

Rachel Unruh, Recording Secretary

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-761
3/15/2018

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

CFN 2018069819, OR BK 8126 PAGE 988.
Recorded 03/29/2018 at 02:31 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:1

Motor Werks
Owners of the Property located at:
1127 W King Street
Cocoa FL 32922

Parcel ID: 24-36-32-04-*-3.06

Respondent,

_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 2/15/2018 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 2/25/2018

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of $50.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 15th , day of March, 2018

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of March, 2018, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

Estimate Property Taxes

Account: 2424359



Owners:
MOTO WERKS LLC
Wrong ownership? Maybe this is why...

Mail Address:
430 SUNDORO CT MERRITT ISLAND FL 32953

Site Address:
1127 W KING ST COCOA FL 32922

Parcel ID:
24-36-32-04-*-3.06

Taxing District:
23D0 - COCOA

2023 Exemptions:
NONE
Wrong exemption? Maybe this is why...

Property Use:
2740 - REC. VEH. OR MH SALES/NEW OR USED

Total Acres:
0.53

Site Code:
0310 - STATE ROAD 520

Plat Book/Page:
0008/0043

Subdivision Name:
VIRGINIA PARK RESUBD

Land Description:
VIRGINIA PARK RESUBD PT OF TR 3 AS DES ORB 1221 PG 117

Value

Category	2023	2022	2021
Market Value:	$262,330	$256,120	$250,670
Agricultural Classified Use Value:	$0	$0	$0
Assessed Value Non-School:	$262,330	$256,120	$250,670
Assessed Value School:	$262,330	$256,120	$250,670
Homestead Exemption:	$0	$0	$0
Additional Homestead:	$0	$0	$0
Other Exemptions:	$0	$0	$0
Taxable Value Non-School:	$262,330	$256,120	$250,670

Category	2023	2022	2021
Taxable Value School:	$262,330	$256,120	$250,670

Sales/Transfers

Don't see your sale/transfer here? Maybe this is why...

Date	Price	Type	Instrument
10/29/2015	$270,000	WD	7484/1308
04/26/2013	$140,000	WD	6866/2825
04/23/2013	--	CT	6858/2535
02/01/1993	--	QC	3308/1000
06/30/1988	$265,000	WD	2917/2683
10/07/1987	$202,000	WD	2849/563
03/27/1984	$215,000	WD	2497/2567

Buildings

Wrong building data? Maybe this is why...

Property Data Card #1

MATERIALS

Description	Value
Exterior Wall:	PAINTED EXTERIOR , THERMAL GLASS
Frame:	MASNRYCONC , METALFRAME
Roof:	BU-TG/MMBRN
Roof Structure:	BAR JOIST RIGID

DETAILS

Description	Value
Bldg. Use:	2740 - REC. VEH. OR MH SALES/NEW OR USED
Year Built:	1957
Story Height:	11
Floors:	1
Residential Units:	1
Commercial Units:	0

SUB-AREAS

Description	Square-Feet
Base Area 1st	8,640
Total Base Area	8,640
Total Sub Area	8,640

EXTRA FEATURES

Description	Units
Paving - Concrete	380
Paving - Asphalt	14,610

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 15, 2021

Owner/Address:
MOTO WERKS LLC
1127 KING ST
COCOA FL 32922

Re: 1127 KING ST

Dear Owner/Property Manager/Registered Agent

On **12/8/21** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.



Sincerely,

Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 27, 2022

Owner/Address:
MOTO WERKS LLC; SWIDEN, ELENA A
430 SUNDORO CT
MERRITT ISLAND FL 32953

Re: 1127 W King St

Dear Owner/Property Manager/Registered Agent

On **12/19/22** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

- CE 17-0761

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.



Sincerely,

Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

December 27, 2022

Owner/Address:
MOTO WERKS LLC; RUDE, KEVIN G
1127 KING ST
COCOA FL 32922

Re: 1127 W King St

Dear Owner/Property Manager/Registered Agent

On **12/19/22** Code Enforcement inspected this address and found no change in the condition of the property. While researching the property we found that the code cases below are still unresolved and running liens.

- CE 17-0761

Code Enforcement is asking for your attention to these matters. Please correct all violations on the property and pay any pending fines. Once compliance is achieved you may contact our office for information on a lien reduction.

Failure to correct this matter may result in further legal action such as Foreclosure or Court Action against the property. Please feel free to contact us with any questions.



Sincerely,

Dennis A. Bunt

Dennis A. Bunt
Code Enforcement Manager
321-433-8508

CFN 2023109851, OR BK 9799 Page 1420, Recorded 05/30/2023 at 09:40 AM Rachel M. Sadoff, Clerk of Courts, Brevard County

Filing # 174092432 E-Filed 05/26/2023 02:53:12 PM

IN THE COUNTY COURT OF
BREVARD COUNTY, FLORIDA

CASE NO.: 05-2023-CA-018632-XXXX-XX

MOTO WERKS, LLC,
Plaintiff,

v.

MOTOR WERKS, LLC,
Defendant.
_____/

NOTICE OF APPEAL

Defendant, MOTOR WERKS, LLC, hereby appeals to the Florida Fifth District Court of Appeals the following rulings made by the Trial Court in this case:

1. The Final Judgment in this matter rendered on 05/25/23 (Ex A)
2. The Order rendered in this matter on 05/26/23 (Ex B) whereby the court denied:
    a. Defendant's motion for rehearing;
    b. Defendant's motion to vacate;
    c. Defendant's objection to the issuance of the writ of possession;

d. Defendant's Emergency Motion to Quash/Vacate Writ of Possession; and

e. Defendant's ore tenus motion to stay the case for appeal.

Copies of these rulings are attached hereto.

CERTIFICATE OF SERVICE

I CERTIFY that on May 26, 2023 a copy of the foregoing was furnished via eservice to the following:

Name	**Email Address**
Charles A. Schillinger	cschillinger@fla-lawyers.com
	bvargas@fla-lawyers.com
Joseph Bachand	jbachand@bachandpa.com
	dalayon@bachandpa.com
	tnovak@bachandpa.com
Nicholas A Vidoni Vidoni	vidoni@vidonilaw.com
	vidonilaw@gmail.com

/s/ Nicholas Vidoni
Nicholas A. Vidoni, Esquire
VIDONI LAW PLLC
959 N. Cocoa Blvd, #5
Cocoa, Florida 32922
(321)-735-7737
Attorney for Defendant
Florida Bar No.: 0095776
E-mail: vidoni@vidonilaw.com

Filing # 173852384 E-Filed 05/24/2023 09:37:08 AM

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA

MOTO WERKS, LLC,

Plaintiff,

v.

MOTOR WERKS, LLC,

Defendant.
_____/

CASE NO. 05-2023-CA-018632-XXXX-XX

FINAL JUDGMENT OF POSSESSION

THIS CAUSE having come before the Court upon Defendant, MOTOR WERKS, LLC's default under the Stipulation of Settlement dated April 14, 2023, and upon Plaintiff, MOTO WERKS, LLC's request for entry of final judgement of possession as to Defendant, MOTOR WERKS, LLC, and the Court being otherwise duly advised in the premises, it is:

ORDERED AND ADJUDGED as follows:

1. That a Final Judgment awarding possession to Plaintiff, MOTO WERKS, LLC, is hereby entered.

2. The Clerk is directed to forthwith issue a Writ of Possession in favor of Plaintiff, MOTO WERKS, LLC, or its legal representatives, awarding to Plaintiff the immediate possession of the premises described as follows:

1127 West King Street
Cocoa, FL 32922

which premises are believed to be in the possession of the Defendant, MOTOR WERKS, LLC, or unknown persons in possession of the subject real property.

3. Possession of the above-described premises shall issue upon twenty-four (24) hours after posting or personal service on Defendant, MOTOR WERKS, LLC, or unknown persons in possession of the subject real property.

4. That jurisdiction is reserved for the purpose of awarding costs and attorney's fees to Plaintiff.

It is further ADJUDGED that within five (5) days from the date of the eservice of the Final Judgment of Possession, the Plaintiff shall:

1. Furnish a copy of this Final Judgment of Possession to each self-represented party by U.S. mail, first class, postage paid; and

2. File a certificate signed by Plaintiff's counsel that delivery of this Final Judgment of Possession has been made as set forth herein.

DONE AND ORDERED in Chambers in Viera, Brevard County, Florida on Tuesday, May 23, 2023.

05-2023-CA-018632 05/23/2023 12:17:35 PM



Scott Blaue, JUDGE
05-2023-CA-018632 05/23/2023 12:17:35 PM

I HEREBY CERTIFY that copies have been furnished via filing with the Florida Courts E-Filing Portal on

Wednesday, May 24, 2023

MOTOR WERKS LLC
1127 W KING ST
COCOA, FL 32922-8617

MOTO WERKS LLC
CLERK DATA MISSING,

Charles A. Schillinger
cschillinger@fla-lawyers.com
bvargas@fla-lawyers.com

Joseph Bachand
jbachand@bachandpa.com
dalayon@bachandpa.com
tnovak@bachandpa.com

05-2023-CA-018632 05/24/2023 09:33:52 AM

Jennifer Johnston, Judicial Assistant
05-2023-CA-018632 05/24/2023 09:33:52 AM

Filing # 174082941 E-Filed 05/26/2023 01:48:33 PM

EXHIBIT "B"

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA

MOTO WERKS, LLC,

Plaintiff,

v.

MOTOR WERKS, LLC,

Defendant.
_____/

CASE NO. 05-2023-CA-018632-XXXX-XX

ORDER ON MOTION FOR REHEARING, MOTION TO VACATE JUDGMENT AND OBJECTION TO WRIT OF POSSESSION, EMERGENCY MOTION TO QUASH/VACATE WRIT OF POSSESSION AND OBJECTION TO WRIT OF POSSESSION
(Modified by the Court ¶4)

THIS CAUSE having come on to be heard before me on this 26th day of May, 2023, upon Defendant's Motion for Rehearing, Motion to Vacate Judgment and Objection to Writ of Possession, Emergency Motion to Quash/Vacate Writ of Possession, and Objection to Writ of Possession, and the Court having heard argument of counsel and being otherwise duly advised in the premises,

The Court finds as follows:

1. The Stipulation of Settlement was entered into by the parties on April 14, 2023. Pursuant to paragraph 3(j) of the Stipulation of Settlement, Defendant agreed to pay $93,610.00 within thirty (30) days of the execution of the Stipulation of Settlement, or immediately petition the City of Cocoa to have the lien reduced.

2. Pursuant to paragraph 5 of the Stipulation of Settlement, the parties agreed that a default of the Stipulation of Settlement could be determined by the filing of affidavits.

3. The Defendant's affidavit in response to the initial affidavits filed in support of Plaintiff's request for entry of a Final Judgment of Possession and Writ of Possession, states in paragraph 5 that the Defendant is currently seeking a reduction of the existing lien in compliance with the terms of the agreement. The Affidavit of Mr. Augusto Gonzalez-Ruiz, Code Enforcement Officer, City of Cocoa, states that Defendant's application was filed on April 20, 2023, which the Court finds to be timely filed.

4. The City of Cocoa ordinance requires that in order for the lien amount to be reduced there has to be compliance with the prior violations. Paragraph 3(j) of the Stipulation of Settlement states that if the City of Cocoa imposes any conditions on the Defendant that need to be remedied as a condition to the lien reduction, those conditions shall be remedied or completed within fifteen (15) days of the date of notification by the City of Cocoa, notwithstanding any time limits provided by the City of Cocoa to the contrary. Mr. Ruiz's affidavits and the email attached to his supplemental affidavit all state that notification occurred on April 26, 2023. Fifteen days after the notice was provided would have been May 11, 2023, for those conditions to have been remedied. Mr. Ruiz's second inspection occurred on May 15, 2023, an additional 4 days after the 15-day deadline. Plaintiff's affidavits seeking the default were not dated until May 18, 2023, another week later. The lien amount still had not been paid, which was one option in the Stipulation of Settlement. The second option chosen by the Defendant was to seek a reduction of the lien. Because both of those conditions were not complied with, the application is not pending, and is in denied status.

Based on those findings and the fact that those issues are essentially the same issues raised in Defendant's initial affidavits in opposition to the entry of the default judgment, it is therefore,

ADJUDGED as follows:

1. The Court denies Defendant's Motion for Rehearing, Motion to Vacate Judgment and Objection to Writ of Possession.

2. The Court denies Defendant's Emergency Motion to Quash/Vacate Writ of Possession.

3. The Court overrules Defendant's Objection to Writ of Possession.

4. The Court denies Defendant's Ore Tenus Motion for a two (2) week postponement to exercise its appellate rights.

5. The Court retains jurisdiction to enter any additional orders as may be deemed appropriate.

It is further ADJUDGED that within five (5) days from the date of the e-service of the Order, the Plaintiff shall:

1. Furnish a copy of this Order to each self-represented party by U.S. mail, first class, postage paid; and

2. File a certificate signed by Plaintiff's counsel that delivery of this Order has been made as set forth herein.

DONE AND ORDERED in Chambers in Viera, Brevard County, Florida on Friday, May 26, 2023.

05-2023-CA-018632 05/26/2023 01:42:49 PM



Scott Blaue, JUDGE
05-2023-CA-018632 05/26/2023 01:42:49 PM

I HEREBY CERTIFY that copies have been furnished via filing with the Florida Courts E-Filing Portal on Friday, May 26, 2023.

VIDONI, NICHOLAS A
vidoni@vidonilaw.com
vidonilaw@gmail.com

MOTO WERKS LLC
CLERK DATA MISSING,

Charles A. Schillinger
cschillinger@fla-lawyers.com
bvargas@fla-lawyers.com

Joseph Bachand
jbachand@bachandpa.com
dalayon@bachandpa.com
tnovak@bachandpa.com

05-2023-CA-018632 05/26/2023 01:48:12 PM

Jennifer Johnston, Judicial Assistant
05-2023-CA-018632 05/26/2023 01:48:12 PM

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT IN AND FOR BREVARD COUNTY, FLORIDA

MOTO WERKS, LLC,

CASE NO. 05-2023-CA-018632-XXXX-XX

Plaintiff,

v.

MOTOR WERKS, LLC,

Defendant.

_____/

ORDER ON MOTION FOR REHEARING, MOTION TO VACATE JUDGMENT AND OBJECTION TO WRIT OF POSSESSION, EMERGENCY MOTION TO QUASH/VACATE WRIT OF POSSESSION AND OBJECTION TO WRIT OF POSSESSION
(Modified by the Court ¶4)

THIS CAUSE having come on to be heard before me on this 26th day of May, 2023, upon Defendant's Motion for Rehearing, Motion to Vacate Judgment and Objection to Writ of Possession, Emergency Motion to Quash/Vacate Writ of Possession, and Objection to Writ of Possession, and the Court having heard argument of counsel and being otherwise duly advised in the premises,

The Court finds as follows:

1. The Stipulation of Settlement was entered into by the parties on April 14, 2023. Pursuant to paragraph 3(j) of the Stipulation of Settlement, Defendant agreed to pay $93,610.00 within thirty (30) days of the execution of the Stipulation of Settlement, or immediately petition the City of Cocoa to have the lien reduced.

2. Pursuant to paragraph 5 of the Stipulation of Settlement, the parties agreed that a default of the Stipulation of Settlement could be determined by the filing of affidavits.

3. The Defendant's affidavit in response to the initial affidavits filed in support of Plaintiff's request for entry of a Final Judgment of Possession and Writ of Possession, states in paragraph 5 that the Defendant is currently seeking a reduction of the existing lien in compliance with the terms of the agreement. The Affidavit of Mr. Augusto Gonzalez-Ruiz, Code Enforcement Officer, City of Cocoa, states that Defendant's application was filed on April 20, 2023, which the Court finds to be timely filed.

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Based on those findings and the fact that those issues are essentially the same issues raised in Defendant's initial affidavits in opposition to the entry of the default judgment, it is therefore,

ADJUDGED as follows:

1. The Court denies Defendant's Motion for Rehearing, Motion to Vacate Judgment and Objection to Writ of Possession.

2. The Court denies Defendant's Emergency Motion to Quash/Vacate Writ of Possession.

3. The Court overrules Defendant's Objection to Writ of Possession.

4. The Court denies Defendant's Ore Tenus Motion for a two (2) week postponement to exercise its appellate rights.

5. The Court retains jurisdiction to enter any additional orders as may be deemed appropriate.

It is further ADJUDGED that within five (5) days from the date of the e-service of the Order, the Plaintiff shall:

1. Furnish a copy of this Order to each self-represented party by U.S. mail, first class, postage paid; and

2. File a certificate signed by Plaintiff's counsel that delivery of this Order has been made as set forth herein.

DONE AND ORDERED in Chambers in Viera, Brevard County, Florida on Friday, May 26, 2023.

05-2023-CA-018632 05/26/2023 01:42:49 PM



Scott Blaue, JUDGE
05-2023-CA-018632 05/26/2023 01:42:49 PM

I HEREBY CERTIFY that copies have been furnished via filing with the Florida Courts E-Filing Portal on Friday, May 26, 2023.

VIDONI, NICHOLAS A
vidoni@vidonilaw.com
vidonilaw@gmail.com

MOTO WERKS LLC
CLERK DATA MISSING,

Charles A. Schillinger
cschillinger@fla-lawyers.com
bvargas@fla-lawyers.com

Joseph Bachand
jbachand@bachandpa.com
dalayon@bachandpa.com
tnovak@bachandpa.com

05-2023-CA-018632 05/26/2023 01:48:12 PM

Jennifer Johnston, Judicial Assistant
05-2023-CA-018632 05/26/2023 01:48:12 PM

Officer Gonzalez Acting Code Enforcement Manager requested that the Board find the Property Owner in violation and be given until March 16, 2024 (30 days) to come into compliance or impose a fine of **twenty-five dollars ($25.00)** ***Accum of Trash and Litter, Ch. 6 Sec. 6-900 (b) (1) (a-d), fifty dollars ($50.00) Exterior General Condition, Ch. 6 Sec. 6-1003 (a-p), twenty-five dollars ($25.00) Rental Business Tax, Ch. 6 Sec. 6-2003 and twenty-five dollars ($25.00) Storing Outdoors, Ch. 6 Sec. 6-900 (b) (11)*** per day until found in compliance.

Discussion amongst the Board members and staff.

Motion by Mr. Otero, seconded by Ms. Acosta, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried unanimously.

NON-COMPLIANCE:

None

LIEN REDUCTIONS

1. CE-17-761 – 1127 W King St.

The Code Enforcement Board held a public hearing on **2/15/2018**, at which time the Board found the owner, **Moto Werks LLC** in violation of the following:

- **Accum. Of Trash and Litter, Sec. 6-900 (b)(1)(a-d)**
- **Storage of Rec. Vehicles, App. A Art. XIII Sec. 14 (a-d)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **3/15/2018.**

The lien ran at **$50.00** per day from **2/26/2018** until compliance was achieved on **4/13/2023**. Code records show onsite inspections were conducted by Officer's **Murdick, Gonzalez and myself**. The case was closed leaving a fine of **$93,580.00**.The current owner, **Moto Werks LLC**, is requesting that the lien be reduced to **Cost of Staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **No, this is a commercial building**
- The number of violations related to the subject lien; **Two**

- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid to 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$262,330.00** according the Brevard County Property Appraiser as a **General-Commercial Building**.

Staff submits their cost sheet and the in the total amount of **$4,085.42**

Staff's recommendation is that the fine/lien be reduced to **$4,085.42** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Elena Swiden, 430 Sundoro Ct, Merritt Island

Ms. Swiden said she is half owner of the building and was unaware of the violations for 5 years after it was sited. She stated that she was not receiving the notices. Ms. Swiden explained that she was part owner in the business. She stated that she was bought out but had a lease with the tenant as the manager of the property. Ms. Swiden gave more information about selling the property and having a buyer for the property. More discussion amongst the Board members and staff.

Motion by Mr. Brown, seconded by Ms. Acosta, to approve staff's recommendation to City Council the lien reduction be in the amount of four thousand eighty-five dollars and forty-two cents **($4,085.42).** Vote: Yay (3) Nay (2) Motion Past

2. CE-21-250 – 633 S Varr Ave.

The Code Enforcement Board held a public hearing on **9/16/2021**, at which time the Board found the owner, **Rufus R Murphy Jr & Jeannine L Murphy** in violation of the following:

- **Accessory Structures, Sec. 6-1001 (g)**
- **Storing Outdoors, Sec. 6-900 (b)(11)**
- **Weeds, Sec. 6-1001 (d)**

Legislation Details (With Text)

File #:	24-100	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Agenda Ready
File created:	2/22/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the residential property located at 633 S Varr Ave, be reduced to $1,500.00. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LR Application.pdf LR Staff Report.pdf Cost Aff -633.pdf BCPAO.pdf 2. NOV.pdf 7. Facts.pdf 8. Order.pdf LR MIN.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2024
Agenda Date: March 26, 2024
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Evander Collier, IV, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the residential property located at 633 S Varr Ave, be reduced to $1,500.00..

BACKGROUND:

CASE # 21-250

The Code Enforcement Board held a public hearing on **9/16/2021**, at which time the Board found the owner, **Rufus R Murphy Jr & Jeannine L Murphy** in violation of the following:

- **Accessory Structures, Sec. 6-1001 (g)**
- **Storing Outdoors, Sec. 6-900 (b)(11)**
- **Weeds, Sec. 6-1001 (d)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **01/20/2022.**

The lien ran at **$75.00** per day from **11/16/2021** until compliance was achieved on **12/26/2023**. Code records show onsite inspections were conducted by Officer's **Murdick, Gonzalez and myself**. The case was closed leaving a fine of **$57,750.00**.The current owner, **Rufus R Murphy Jr & Jeannine L Murphy**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **21**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$281,970** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,654.77**

Staff's recommendation is that the fine/lien be reduced to **$2,654.77** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

STRATEGIC PLAN CONNECTION:

Crimes, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board at its regular meeting February 15, 2024, recommended that the lien be reduced to $1,500.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the residential property located at 633 S Varr Ave, be reduced to $1,500.00.

Application # CE - 21 - 250

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received
RECEIVED
JAN - 9 2024
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 01/08/2024

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

   Company (if applicable): _____

   Name: Rufus Roy Murphy Jr

   Mailing Address: 633 S Varr Ave

   City: Cocoa State: FL Zip Code: 32922

   Phone #: 321 313-5679 Fax #: _____

   Mobile #: 321 313-5679 E-mail: Rufusmurphy@hotmail.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☒
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): _____

   Name: Rufus Roy Murphy Jr

   Mailing Address: 633 S Varr Ave

   City: Cocoa State: FL Zip Code: 32922

   Phone #: 321 313-5679 Fax #: _____

   Mobile #: 321 313-5679 E-mail: Rufusmurphy@hotmail.com

4. **Information for property on which lien occurs:**

Street Address and Location: 633 S Varr Ave, Cocoa FL 32922

Parcel ID:

24-36-32-75-14-9□□-

2424□□□

Tax Account Number:

2424873

Existing Use(s) on Property: Private residence

Proposed Use(s) on Property: Private residence

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): _____

Date Fine or Lien Imposed: 11/16/21 Amount of Fine: $7770.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 12/26/2023

5. **Please provide the following information:**

Code enforcement case number: CE 21-250

Were you the property owner at the time the lien was imposed? (Yes) / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

From February 2015 until December 2022, I was a contractor working in The United Arab Emirates (Middle East). I worked there through the entire global Covid19 pandemic, and on several occasions I tried, but was unable to return home due to imposed quarantines and travel restrictions. This was incredibly difficult, as my wife of over 30 years was fighting late-stage Multiple Sclerosis. I contracted Covid whilst in the Middle East, and was forced to isolate and quarantine at home for a very prolonged period due to my age and general health, again removing the ability to travel back to the US and update/upgrade my home as I would have liked to. As a direct result of contracting Covid, my wife sadly passed away.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
The very first I heard of the issue, and the first written notification I received was 12 December 2023. Since my retirement in January 2023 without being informed of an issue related to the condition I have moved forward with repairs and cleaning of my property solely based on pride of ownership and feeling it is morally the right thing to do, to contribute to my community. Also, as a retired Army Officer I have an innate feeling of responsibility to continuous improvement.

Amount you are requesting that the lien be reduced to: Forgiveness of the penalty and fine

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Before even beinn advised of issues with my property I have worked to improve the property, removing two sheet metal sheds that were in poor condition and purchasing a prefabricated building from Lowe's ($9,000.00). Finding the gate to my yard in ill repair, I contracted to have the gate and several sections of fence replaced ($4800.00). I purchased a riding lawnmower to ensure the grass is maintained ($3,500.00) and brought one of my sons from Virginia to maintain the yard until I could returnhome for good. I conducted these major project before ever being informed of any code and compliance issues, just because they were the right thing to do.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

I have no other property

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

a. ☒ **Notarized application.**

b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF FLORIDA COUNTY OF BREVARD. I, Rufus Murphy being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

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

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 9 day of January, 2024

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

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

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

   a. The witness has personal knowledge of the fact in which the witness will testify; and/or

   b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

      1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

         - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

         - The opinions and inferences do not require any special knowledge, skill experience or training.

      2. Expert witness. Testimony of an expert witness is qualified only if:

         - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

         - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
2/15/2024

LIEN REDUCTION REQUEST FOR
633 S. Varr Ave

CASE # 21-250

The Code Enforcement Board held a public hearing on **9/16/2021**, at which time the Board found the owner, **Rufus R Murphy Jr & Jeannine L Murphy** in violation of the following:

- **Accessory Structures, Sec. 6-1001 (g)**
- **Storing Outdoors, Sec. 6-900 (b)(11)**
- **Weeds, Sec. 6-1001 (d)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **01/20/2022.**

The lien ran at **$75.00** per day from **11/16/2021** until compliance was achieved on **12/26/2023**. Code records show onsite inspections were conducted by Officer's **Murdick, Gonzalez and myself**. The case was closed leaving a fine of **$57,750.00**.The current owner, **Rufus R Murphy Jr & Jeannine L Murphy**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **21**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$281,970** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,654.77**

Staff's recommendation is that the fine/lien be reduced to **$2,654.77** which is the cost of staff to prosecute this case**.** This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE-21-250 **Date: 2/12/24**

Rufus R. Murphy Jr; Jeannine L. Murphy

Site Address: 633 S. Varr Ave.

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	21	0.75	$35.06	$552.20
2	Code Manager	3	0.75	$48.54	$109.22
3					
				Total A1	$661.41

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	21	0.5	35.06	$736.26
2	Code Manager	3	0.5	48.54	$145.62
3					
				Total A2	$881.88

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	$36.06	$540.90
2	City Attorney	Case Duties	2	$150.00	$300.00
3	Chief	Board Hearings	0	$69.71	$0.00
4					
5					
				Total A3	$840.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	$0.35	$122.50
2	Large Envelope	52	$0.64	$33.28
3	Standard Envelope	12	$0.10	$1.20
4	Color Photo Prints	80	$0.55	$44.00
5	Standard Mail	6	$0.55	$3.30
6	Certified Mail	5	$5.26	$26.30
7	Recording Fees	4	$10.00	$40.00
8				
9				
			Total B	$270.58

C. Total Amount of Cost (A1+A2+A3+B): $2,654.77

Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700
https://www.bcpao.us

PROPERTY DETAILS

Account	2424873
Owners	MURPHY, JEANNINE L; MURPHY, RUFUS R,JR
Mailing Address	633 S VARR AVE COCOA FL 32922
Site Address	633 S VARR AVE COCOA FL 32922
Parcel ID	24-36-32-75-14-9
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Taxing District	23D0 - COCOA
Total Acres	0.55
Subdivision	VIRGINIA PARK
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0005/0010
Land Description	VIRGINIA PARK LOTS 9 TO 12 BLK 14



VALUE SUMMARY

Category	2020	2019	2018
Market Value	$151,870	$152,300	$147,080
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$151,870	$152,300	$147,080
Assessed Value School	$151,870	$152,300	$147,080
Homestead Exemption	$25,000	$0	$0
Additional Homestead	$25,000	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$101,870	$152,300	$147,080
Taxable Value School	$126,870	$152,300	$147,080

SALES/TRANSFERS

Date	Price	Type	Deed
03/03/2017	$175,000	WD	7838/2196
01/12/2016	$65,000	WD	7532/2591
03/18/2015	--	CT	7325/0380
09/19/2014	--	CT	7211/2851
12/01/1977	--	PT	1828/0885
02/28/1977	$245,000	PT	1720/0074
01/02/1969	--	--	1062/0280

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1957
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	2,858	Pool - Residential	1
Enclosed Por	220	Patio - Concrete	510
Garage	598	Pool Deck	757

Open Porch	280
Total Base Area	2,858
Total Sub Area	3,956

Cocoa Police Department
Code Enforcement Division
1226 W. KING ST
COCOA, FL 32922

DATE: 8/4/2021
CASE: 21-250

To: **MURPHY, JEANNINE L; MURPHY, RUFUS R,JR**
633 S VARR AVE
COCOA FL 32922

Notice of Violation

Address of Violation: 633 S VARR AVE. COCOA FL 32922
Parcel Control No.: 24-36-32-75-14-9
Legal Description: VIRGINIA PARK LOTS 9 TO 12 BLK 14

PURSUANT to Section 162.06, *Florida Statutes*, and Chapter 6, of the City of Cocoa Code of Ordinances, the undersigned Code Enforcement Officer hereby gives notice of violation(s) of the City Of Cocoa Code of Ordinances, as more specifically described below. Respondent(s) is/are hereby Notified that corrective action(s) to cure the Violation(s) must be taken. The following must be corrected within 30 days.

City of Cocoa Code Violation(s):

I.Accessory Structures Ch 6 Sec. 6-1001 (g)

XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)

XXXVI.Weeds, Ch 6 Sec. 6-1001(d)

Corrective Action:

I-Please repair & maintain or remove any and all accessory structures (fences, walls, sheds, etc.)

XXXIII-Please remove all items or place all outside storage in a fully enclosed building.

XXXVI-Please Mow, remove, and Maintain all areas of the property.

In the event that the violation is/are not corrected within the time, set forth above a Notice to Appear will be sent scheduling this matter to the City of Cocoa Code Enforcement Board For further action. The Code Enforcement Board may enter an order requiring the Respondent(s) to correct the violation(s) and penalties may be assessed up to $250 per day for first time violations described in this notice until the violation(s) has/have been corrected. If the violation(s) is/are corrected within the time required, the Respondent(s) must immediately notify the Code Enforcement Officer and request an inspection. If the respondent requires additional time, it is the respondent's duty to notify the code enforcement officer to determine reasonable time.
If you have any questions regarding this Notice of Violation or the recommendations contained herein, do not hesitate to contact the below signed Code Enforcement Officer.

Steve Murdick

Steve Murdick
Code Enforcement Officer
321-474-0809, smurdick@cocoafl.org

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 21-250

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

MURPHY, JEANNINE L; MURPHY, RUFUS R,JR
Owners of the Property located at:
633 S VARR AVE
Cocoa, FL 32922
Parcel ID: 24-36-32-75-14-9

Respondent,
_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on September 16, 2021 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☒ *I.Accessory Structures Ch 6 Sec. 6-1001 (g)*
- ☒ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*
- ☒ *XXXVI.Weeds, Ch 6 Sec. 6-1001(d)*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☒ *I.Accessory Structures Ch 6 Sec. 6-1001 (g)*

☒ *XXXIII.Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)*

☒ *XXXVI.Weeds, Ch 6 Sec. 6-1001(d)*

☐ *Select Code Violation*

☐ *Select Code Violation*

☐ *Select Code Violation*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until November 16, 2021 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein,the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of $ 75.00 per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 16 DAY OF September, 2021.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gilliard
Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at MURPHY, JEANNINE L; MURPHY, RUFUS R,JR, whose mailing address is 633 S VARR AVE COCOA FL 32922 this 16 day of September,2021 via __hand delivery/__certified mail/ ✓ U.S. mail/__posting (mark all that apply).

Darla D. Crowl
Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

COCOA CITY
65 STONE ST
COCOA, FL 32922-7807

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 21-250
1/20/2022

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

MURPHY, JEANNINE L; MURPHY, RUFUS R,JR
Owners of the Property located at
633 S VARR AVE
Cocoa FL 32922

Parcel ID. 24-36-32-75-14-9

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 1/20/2022 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 11/16/2021

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **$75.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162 08 and 162 09, Florida Statutes

DONE AND ORDERED at Cocoa, Florida, this 20, day of January, 2022

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Jim Gifford, Chairman

CERTIFICATION·
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 20 day of January, 2022, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission GG 266694
Expires 11/11/2022

- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid to 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$262,330.00** according the Brevard County Property Appraiser as a **General-Commercial Building**.

Staff submits their cost sheet and the in the total amount of **$4,085.42**

Staff's recommendation is that the fine/lien be reduced to **$4,085.42** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Elena Swiden, 430 Sundoro Ct, Merritt Island

Ms. Swiden said she is half owner of the building and was unaware of the violations for 5 years after it was sited. She stated that she was not receiving the notices. Ms. Swiden explained that she was part owner in the business. She stated that she was bought out but had a lease with the tenant as the manager of the property. Ms. Swiden gave more information about selling the property and having a buyer for the property. More discussion amongst the Board members and staff.

Motion by Mr. Brown, seconded by Ms. Acosta, to approve staff's recommendation to City Council the lien reduction be in the amount of four thousand eighty-five dollars and forty-two cents **($4,085.42).** Vote: Yay (3) Nay (2) Motion Past

2. CE-21-250 – 633 S Varr Ave.

The Code Enforcement Board held a public hearing on **9/16/2021**, at which time the Board found the owner, **Rufus R Murphy Jr & Jeannine L Murphy** in violation of the following:

- **Accessory Structures, Sec. 6-1001 (g)**
- **Storing Outdoors, Sec. 6-900 (b)(11)**
- **Weeds, Sec. 6-1001 (d)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **01/20/2022.**

The lien ran at **$75.00** per day from **11/16/2021** until compliance was achieved on **12/26/2023**. Code records show onsite inspections were conducted by Officer's **Murdick, Gonzalez and myself**. The case was closed leaving a fine of **$57,750.00**.The current owner, **Rufus R Murphy Jr & Jeannine L Murphy**, is requesting that the lien be reduced to **$0.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **21**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 15, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **$281,970** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **$2,654.77**

Staff's recommendation is that the fine/lien be reduced to **$2,654.77** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost. Mrs. Acosta had questions for Officer Mack.

Vice Chairman Brown asked staff what the total cost of the lien was. Officer Mack stated the lien was in the amount of $57,750.00. Vice Chairman Brown asked what

would be half of the cost for the lien. Mrs. Acosta stated that half the lien would be $28,875.00.

Property owner was sworn in: Rufus Murphy Jr., 633 S Varr Ave

Mr. Murphy explained why it took the length of time to fix the violations. Mr. Murphy was a contractor for the military in the middle east since 2015 working on nuclear plants. Mr. Murphy returned home in 2022 and was unaware of any violations or liens on the property as his wife was in late stages of multiple sclerosis did not let him know what was going on with the property. While Mr. Murphy was overseas when Covid 19 hit and he was unable to reenter the country. Mr. Murphy explained since he returned he made sure the violations were fixed. Vice Chair Brown wanted to make a motion and Chairman Roberts explained that there was no way that a motion was to be made for half of the lien when a business was given staff's cost. Attorney Babb-Nutcher explained also that Mr. Murphy's testimony was that he fixed the property before the Code Officer's could confirm it. If that's the testimony and its unrebutted testimony then that total fine should actually be a lot less. Mr. Otero asked questions of Mr. Murphy about who was living at the property when he was out of the country. More discussion amongst the Board members and staff.

Motion by Mr. Brown, seconded by Mr. Otero, to approve staff's recommendation to City Council the lien reduction be in the amount of two thousand six hundred fifty-four dollars and seventy-seven cents **($2,654.77).** Vote: Yay (2) Nay (3) **Motion does not pass.**

Motion by Mrs. Acosta, seconded by Mr. Roberts, to amend staff's recommendation to City Council the lien reduction be in the amount of one thousand five hundred dollars **($1,500.00).** Vote on the motion carried unanimously.

3. CE-22-50 – 2546 N Indian River Dr.

The Code Enforcement Board held a public hearing on **5/19/2022**, at which time the Board found the owner, **Jason S. ValaVanis & Louis A ValaVanis** in violation of the following:

- **Site Plan Approval Required, App. A Art. XIII Sec. 1(B)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **9/15/2022.**

The lien ran at **$250.00** per day from **8/18/2022** until compliance was achieved on **10/30/2023**. Code records show onsite inspections were conducted by **Me**. The case was closed leaving a fine of **$109,510.00**.The current owner, **Jason & Lois ValaVanis**, is requesting that the lien be reduced to **$0.00**.

Legislation Details (With Text)

File #:	24-120	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/4/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Approve an Interlocal Agreement with Brevard County transferring to the City of Cocoa the road right-of-way, maintenance, and associated functional responsibilities for James Road west of Friday Road. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BC to CC ILA Transfer of James Road Segment - FINAL.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2024
Agenda Date: March 26, 2024
Prepared By: Anthony Garganese, City Attorney
Through:
Requested Action:
Approve an Interlocal Agreement transferring to the City of Cocoa the road right-of-way, maintenance, and associated functional responsibilities for James Road west of Friday Road to I-95.

BACKGROUND:

The developer for the Windward Preserve subdivision, located within the City of Cocoa at the southeastern intersection of I-95 and S.R. 528, applied to Brevard County for a permit to construct an extension of James Road within the portion of right-of-way from Friday Road to I-95 (the “James Road Segment”). The proposed extension will provide access to the Windward Preserve subdivision. This access is consistent with the Stipulated Settlement Agreement entered into by the County, the City of Cocoa, and the current developer’s predecessor-in-interest on December 11, 2007.

Most of the James Road Segment right-of-way was previously annexed into the City of Cocoa, and the James Road extension will primarily benefit development within the City of Cocoa. For these reasons, staff for the County and the City agree that the City should be responsible for the operation and maintenance of improvements within the James Road Segment. Upon transfer, however, the City and the recently created Winward Preserve Community Development District will enter into an Interlocal Agreement under which the CDD will be responsible for the future operation and maintenance of the improvements that will be constructed by the developer for the project.

The proposed Interlocal Agreement between the County and the City of Cocoa assigns and transfers

to the City the right-of-way easement rights of the County, as well as jurisdiction over and full functional responsibility for the James Road Segment. The City's maintenance and functional responsibilities include the road extension, associated roadway drainage facilities, and other allied uses (e.g., utility lines, sidewalks, curbs and inlets, guardrails, landscaping, etc.).

This transfer does not include the 50' drainage easement and the existing ditch located south of the James Road segment. The Interlocal Agreement reserves to the County a perpetual easement for the use of the James Road segment to access and maintain this important County ditch. The Interlocal Agreement also reserves to the County the ability to issue discharge permits for the drainage facility. The Interlocal Agreement does not itself permit any discharge into the County drainage facility, whether related to the proposed improvements in the James Road Segment or otherwise.

The Interlocal Agreement requires that the James Road Segment be used as a right-of-way for public highway purposes, and the County Deed transferring the right-of-way contains a corresponding reverter clause.

The James Road extension will be constructed in accordance with County standards and pursuant to a County-issued right-of-way permit. Traffic calming measures required under the 2007 Stipulated Settlement Agreement will be addressed in a separate County permit.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

Upon acceptance of the James Road Extension by the City, the intent is for the Winward Preserve Community Development District to be responsible for the operation and maintenance of the future improvements to the James Road Extension.

PREVIOUS ACTION:

Several months ago the City Council approved the Winward Preserve Project with conditions which included the permitting and conveyance of the James Road Extension to serve the project.

RECOMMENDED MOTION:

Approve an Interlocal Agreement transferring to the City of Cocoa the road right-of-way, maintenance, and associated functional responsibilities for James Road west of Friday Road to I-95.

INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY AND THE CITY OF COCOA RELATING TO THE TRANSFER OF ROAD RIGHT-OF-WAY, MAINTENANCE, DRAINAGE, AND ASSOCIATED FUNCTIONAL RESPONSIBILITIES FOR JAMES ROAD FROM EAST OF I-95 TO FRIDAY ROAD

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (the "COUNTY") and the CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida, whose address is 65 Stone Street, Cocoa, Florida 32922 (the "CITY").

WITNESSETH:

WHEREAS, the COUNTY and the CITY desire to coordinate providing quality transportation facilities to enhance the quality of life for residents of Brevard County and Cocoa, Florida; and

WHEREAS, the Parties have the common power to construct and maintain roadways and drainage systems within their geographical jurisdictions; and

WHEREAS, the CITY requested that the COUNTY transfer jurisdiction of and the responsibility for operation and maintenance within the right-of-way of the portion of James Road from Friday Road to Interstate 95 (I-95) (the "James Road Segment"), which is identified in Exhibit 'A' attached hereto and incorporated herein by this reference and which the County obtained via Right of Way Deed, recorded in the Official Records Book 783, Page 918, of the public records of Brevard County, Florida; and

WHEREAS, the COUNTY and the CITY are agreeable to transfer the right-of-way easement rights of the COUNTY, the maintenance, and all associated functional responsibilities of and for the James Road Segment, and associated roadway drainage facilities and other allied uses as described herein within the James Road Segment, from the COUNTY to the CITY; and

WHEREAS, the COUNTY and the CITY agree that the transfer of jurisdiction of and the responsibility for operation and maintenance of the James Road Segment herein shall not include the responsibility to operate and maintain the large ditch located south of the James Road Segment in the 50' drainage easement, recorded in the Official Records Book 724, Page 1017, of the public records of Brevard County, Florida, and

further, that the COUNTY's reservation of easement contained in Section 5 below is intended to preserve the COUNTY's right of ingress and egress, including operating heavy equipment, in order to maintain such ditch; and

WHEREAS, the COUNTY and CITY wish to advise the Florida Department of Transportation (the "F.D.O.T.") of this Agreement by means of the COUNTY providing the F.D.O.T., District 5, with a recorded copy of this Agreement and County Deed conveying the right-of-way easement rights of the COUNTY and maintenance obligations for the James Road Segment to the CITY; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, 166, and 335, Florida Statutes, and other applicable laws; and

WHEREAS, the Parties hereto have determined that this Agreement is in furtherance of the community health, safety, and welfare; serves a public benefit; and is in the public interest.

NOW, THEREFORE, in consideration of the premises herein, the Parties hereby agree as follows:

Section 1. Recitals. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

Section 2. Purpose. The purpose of this Agreement is for the COUNTY to assign and transfer to the CITY, the right-of-way easement rights of the COUNTY and jurisdiction over and full functional responsibility of the James Road Segment, and associated roadway drainage facilities and other allied uses as described herein within the James Road Segment, including, but not limited to, permit authority within the right-of-way, except as reserved to the COUNTY in Section 4 herein.

Section 3. Transfer of Responsibility. Attached as Exhibit 'B' to this Agreement is a deed in accordance with Section 125.411, Florida Statutes, executed by the COUNTY transferring the right-of-way easement rights of the COUNTY, the maintenance, and all associated functional responsibilities for the James Road Segment, and associated roadway drainage facilities and other allied uses within the James Road Segment, to the CITY. The "associated roadway drainage facilities" transferred shall not include the ditch located south of the James Road Segment in the 50' drainage easement, recorded in the Official Records Book 724, Page 1017, of the public records of Brevard

County, Florida, but shall include appurtenant inlets and drainage pipes associated with the James Road Segment roadway improvements, if any. The "other allied uses" within the James Road Segment which are transferred to the CITY include utility lines, sidewalks, curbs and inlets, drainage pipes, guardrails, and landscaping and grass within the James Road Segment, if any. The COUNTY shall be responsible for the cost to record the deed and this Agreement in the public records of Brevard County, Florida. Upon execution of this Agreement, which shall operate as acceptance of the James Road Segment, the CITY shall have the right-of-way easement rights of the COUNTY to, plenary authority over, and full responsibility for the functional operation and maintenance of the James Road Segment, as specified in Section 2 above. All of the COUNTY's rights, responsibilities, liabilities, duties, and obligations as to the James Road Segment shall be transferred to and assumed by the CITY and said right(s)-of-way shall be deemed the CITY's responsibility for all intents, purposes, and effects. Upon the effective date of the transfer to the CITY, nothing herein shall prohibit or limit the CITY's ability, at the CITY's discretion, to delegate and/or assign to the Windward Preserve Community Development District, by interlocal agreement, the maintenance, and all associated functional responsibilities for the James Road Segment, and associated roadway drainage facilities and other allied uses within the James Road Segment.

Section 4. Design Approval. The Parties agree that the CITY will accept the COUNTY's review and approval of the James Road Segment roadway improvement engineering plans, dated November 10, 2023, associated with the Windward Preserve PUD project, such project to be located on Tax Parcel ID # 24-35-10-00-502. The COUNTY has approved the James Road Segment roadway improvements via the issuance of Right-of-Way Permit #23RW00034. For future modifications to the James Road Segment, the COUNTY will have the right to review the design plans for any improvements to the road right-of-way, as well as the right to provide approval of said design plans, whether the plans are proposed by the CITY or by a third party. However, such approval will not be unreasonably withheld, provided that adequate ingress and egress is maintained and preserved within the James Road Segment to allow for the COUNTY's maintenance of the ditch located south of the James Road Segment in the 50' drainage easement, recorded in the Official Records Book 724, Page 1017, of the

public records of Brevard County, Florida, including the ability to maintain such ditch utilizing heavy equipment.

Section 5. Reservation of Easement. The Parties agree that the COUNTY reserves to itself a perpetual easement for the full usage of and complete access to, including rights of ingress and egress, the James Road Segment for the purpose of constructing, repairing, and maintaining the 50' drainage facility adjacent to the James Road Segment on the south, such reservation to include continued rights for drainage from the drainage facility to the James Road Segment, pursuant to that certain Easement for drainage recorded in Official Records Book 724, Page 1017, of the public records of Brevard County, Florida, and the deed described in Section 3 above contains a reservation of easement accordingly. In addition, the COUNTY will have no responsibility, or otherwise have any liability to any party, to repair or reconstruct, any improvements constructed in the transferred road right-of-way resulting from the COUNTY's reasonable access to and use of the road right-of-way for such maintenance purposes, and the COUNTY will be held harmless for any and all such damages.

Section 6. Permitting. The parties understand and agree that should any proposed improvements to the James Road Segment anticipate the need to utilize the 50' drainage facility described in the Section 5 paragraph above for drainage discharge purposes, it will be necessary to complete the appropriate required permitting process through COUNTY prior to the construction of any such improvements. This Agreement in no way transfers jurisdiction, control, or permitting authority over the 50' drainage facility from the COUNTY to the CITY, nor does it authorize or permit any discharge into the 50' drainage facility.

Section 7. Public Purpose. The parties agree that the James Road Segment shall be used as a right-of-way for public highway purposes, and should the CITY or its successor in interest discontinue its use of the James Road Segment for public highway purposes, the right-of-way easement rights being transferred herein will revert back to the COUNTY by operation of law.

Section 8. Limitations of Agreement. It is not the intent of this Agreement to change the jurisdiction of the Parties in any manner except as specifically provided herein. All other policies, rules, regulations, and ordinances of the COUNTY and the CITY,

respectively, will continue to apply as to the properties located within the jurisdictional boundaries of each party hereto. The maintenance of side roads, street name signs, and stop signs are the responsibilities of the CITY, except as otherwise provided herein.

Section 9. Other Agreements. The Parties agree to execute such instruments and documents as may be required to effectuate this Agreement.

Section 10. Sovereign Immunity. Nothing herein shall constitute a waiver of each respective Party's sovereign immunity.

Section 11. Notices.

(a) Whenever either Party desires to give notice to the other Party, notice shall be sent to:

For the COUNTY	For the CITY
Director of Public Works	Stockton Whitten, City Manager
Brevard County Public Works Department	City Hall
2725 Judge Fran Jamieson Way	65 Stone Street,
Viera, FL 32940	Cocoa, FL 32922

(b) The COUNTY Manager or CITY Manager may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery, or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be if mailed, or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 13. Entire Agreement. This Agreement, along with the County Deed, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted, or amended except by a written instrument signed by both Parties' authorized

representatives. This Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees, and assigns of the Parties.

Section 15. Public Records. The Parties shall allow public access to all documents, papers, letter, or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 16. Conflict of Interest. Both Parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 17. Effective Date. This Agreement shall take effect upon the date of recording in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement through their authorized representative on the date last written below.

ATTEST:

BREVARD COUNTY, FLORIDA

By: _____
Rachel Sadoff, Clerk
DATE

By: _____
Jason Steele, Chair

As approved by the Board on:
___/___/____

Approved as to legal form and sufficiency
as to Brevard County:

_____
Morris Richardson, County Attorney

[SIGNATURES OF PARTIES CONTINUED ON NEXT PAGE]

ATTEST:

CITY OF COCOA, FLORIDA

By: _____
Monica Arsenault, City Clerk

By: _____
Michael C. Blake, Mayor

DATE:

As authorized by the City of Cocoa City Council on: __/__/___

Approved as to legal form and sufficiency as to the City of Cocoa:

_____
Anthony Garganese, City Attorney

EXHIBIT 'A'

[James Road Segment]

The South fifty (50) feet of that portion of Section 10, Township 24 South, Range 35 East, lying East of the right-of-way of Interstate Highway No. 95 (I-95), being situated in Brevard County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXHIBIT 'B'

Prepared by and return to:
Office of the County Attorney
2725 Judge Fran Jamieson Way, Building C
Viera, Florida 32940

COUNTY DEED

(Statutory Form - Section 125.411, Florida Statutes)

THIS DEED, made this ____ day of January 2024, between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and the CITY OF COCOA, FLORIDA, a municipal corporation of the State of Florida, whose address is 65 Stone Street, Cocoa, Florida 32922, party of the second part,

[Whenever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "party of the second part" are used for singular and plural, as the context requires, and the use of any gender shall include all genders.]

WITNESSETH that the party of the first part, for and in consideration of the sum of Ten Dollars ($10.00), to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, any interest it holds in the following described land lying and being in Brevard County, Florida, to wit:

The South fifty (50) feet of that portion of Section 10, Township 24 South, Range 35 East, lying East of the right-of-way of Interstate Highway No. 95 (I-95), being situated in Brevard County, Florida. The party of the first part hereby reserves to itself a perpetual easement for the full usage of and complete access to, including rights of ingress and egress, the herein described property for the purpose of constructing, repairing, and maintaining the drainage facility adjacent to the aforementioned property on the south, such reservation to include continued rights for drainage from the drainage facility to the above described property, pursuant to that certain Easement for drainage recorded in Official Records Book 724, Page 1017, of the public records of Brevard County, Florida. The property described herein is to be used by the party of the second part as right-of-way for public highway purposes, and should the property use as a public highway be discontinued, the property being transferred herein will revert back to the party of the first part by operation of law.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

_____
Rachel Sadoff, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By:_____
Jason Steele, Chair

As approved by the Board on _____

Legislation Details (With Text)

File #:	24-121	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/4/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Consider approval of the Interlocal Agreement regarding the James Road Segment with the Windward Preserve Community Development District for perpetual maintenance of the James Road Segment. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Interlocal Agreement Regarding James Road Segment - Windward Preserve Final				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2024
Agenda Date: March 26, 2024
Prepared By: Kristin Eick, Assistant City Attorney
Through: City Attorney's Office
Requested Action:
Consider approval of the Interlocal Agreement regarding the James Road Segment with the Windward Preserve Community Development District for perpetual maintenance of the James Road Segment

BACKGROUND:

On December 19, 2023, the City Council required as a condition of approval for the Windward Preserve Planned Unit Development ("Windward Preserve PUD"), that the jurisdiction of the James Road Segment would be transferred from Brevard County to the City and, subsequently, that the Windward Preserve Community Development District ("District") would be required to enter into an Interlocal Agreement with the City, in a form acceptable to the City Attorney, to require the District to permit, construct, and maintain in perpetuity the James Road Segment. The attached Interlocal Agreement has been negotiated with the District by the City Attorney's Office to require the District to construct and maintain the James Road Segment in accordance with this condition, as it is anticipated that the Segment will only serve the Windward Preserve PUD community.

The primary provisions of the Interlocal Agreement include the following:

- The District (or project developer) will construct the James Road Segment (which is from Friday Road to I-95) in accordance with the plans approved by Brevard County.
- Upon completion, the District will transfer ownership of the James Road Segment

improvements to the City. The James Road Segment shall remain a public road.

- The District is obligated to maintain, at its sole cost and expense, the James Road Segment, including associated roadway drainage facilities, sidewalks, curbs and inlets, drainage pipes, guardrails, irrigation, landscaping and grass. The District will not maintain the large ditch located in a 50' easement to the south of the Segment, which shall remain the responsibility of Brevard County and for which Brevard County has retained an easement to access the ditch over the Segment.
- The City and County retain the right to review and issue future permits to make improvements of changes to the road.
- The City retains authority over the Segment regarding traffic control devices and regulation of traffic.
- The Interlocal Agreement includes some indemnity protections for the City.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

December 19, 2023 - Conditional Approval of Windward Preserve PUD
January 23, 2024 - Adopted Ordinance 01-2024, creating the Windward Preserve Community Development District
March 26, 2024 - Consideration of Interlocal Agreement with Brevard County for the Transfer of Jurisdiction of the James Road Segment

RECOMMENDED MOTION:

Approve the Interlocal Agreement Regarding James Road Segment with the Windward Preserve Community Development District.

This instrument was prepared by:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802

INTERLOCAL AGREEMENT
REGARDING JAMES ROAD SEGMENT

This *Interlocal Agreement regarding James Road Segment* ("**Agreement**") is entered into by and between THE CITY OF COCOA, FLORIDA, a municipal corporation ("**City**") and WINDWARD PRESERVE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government ("**District**").

WITNESSETH:

WHEREAS, Section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" ("**Cooperation Act**"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Brevard County, Florida has agreed to transfer jurisdiction of and the responsibility for operation and maintenance of a segment of James Road from Friday Road to Interstate 95 (I-95) (the "**James Road Segment**") to the City of Cocoa; and

WHEREAS, the James Road Segment partially abuts the boundary of the District and will serve the community known as "Windward Preserve" by providing vehicular and pedestrian ingress and egress to Windward Preserve; and

WHEREAS, the James Road Segment does not and is not anticipated to provide ingress and egress to any property other than those properties within the boundary of the District; and

WHEREAS, the City Council of the City of Cocoa required as a condition of approval for the Windward Preserve Planned Unit Development ("**Windward Preserve PUD**") on December 19, 2023, that the jurisdiction of the James Road Segment would be transferred from Brevard County to the City and, subsequently, that the District would be required to enter into an Interlocal Agreement with the City, in a form acceptable to the City Attorney, to require the District to permit, construct, and maintain in perpetuity the James Road Segment; and

WHEREAS, the City herein desires to delegate and/or assign to the District, and the District desires to assume, certain rights and obligations related to the operation and maintenance of the James Road Segment consistent with the conditional approval of the Windward Preserve PUD as described above; and

WHEREAS, the District has the authority to assume the obligation of maintenance and operation of the James Road Segment outside of the District boundaries in accordance with s. 190.012(1)(g), *Florida Statutes*, which provides that the district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, the special powers relating to public improvements and community facilities authorized by Chapter 190, *Florida Statutes*, including the construction, operation and maintenance of any other project within or without the boundaries of the district when a local government issued a development order pursuant to s. 380.06 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located; and

WHEREAS, the City and the County have entered into an Interlocal Agreement regarding the transfer of jurisdiction of and the responsibility for operation and maintenance of the James Road Segment, which includes several important terms that will be relevant to the District, including the following: (1) the transfer includes the responsibility to maintain the James Road Segment, including associated roadway drainage facilities serving the James Road Segment, but excluding the large ditch located south of the Segment in the 50' drainage, recorded in the Official Records Book 724, Page 1017, of the Public Records of Brevard County, Florida, and including "other allied uses," which will include sidewalks, curbs and inlets, drainage pipes, guardrails, irrigation, and landscaping and grass within the James Road Segment; (2) future modifications to the James Road Segment will require both City and County review and approval, which shall not be unreasonably withheld, provided that adequate ingress and egress is maintained and preserved within the James Road Segment to allow for the County's maintenance of the large ditch located to the south of the James Road Segment, including the use of heavy equipment; (3) the County has reserved to itself a perpetual easement for the full usage of and complete access to the James Road Segment for purposes of constructing, repairing, and maintaining the large ditch to the south of the James Road Segment and will have no responsibility or otherwise have any liability to repair or reconstruct any improvements constructed in the James Road Segment resulting from the County's reasonable access to and use of the James Road Segment for such maintenance; and (4) should any proposed improvements to the James Road Segment need to drain into the large ditch located to the south of the Segment, further County approval and permitting will be required; and

WHEREAS, the parties hereto now desire to enter into this Agreement in order for the District to assume the obligations to maintain the James Road Segment, associated drainage facilities, and other allied uses and to construct the James Road Segment improvements as approved by the City and County; and

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, the parties hereto agree as follows:

1. **Recitals**. The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

2. **Purpose**. The purpose of this Agreement is for the City to assign and transfer to the District, the responsibility to maintain in perpetuity the James Road Segment, and associated roadway drainage facilities and other allied uses as described herein within the James Road Segment, which will be used to serve the Windward Preserve PUD and its residents.

3. **Construction and Maintenance of James Road Segment**. At the District's sole cost and expense, the District shall have the right and obligation to construct, install, acquire, operate, maintain, repair and/or replace the roadway, and all hardscape, landscape and irrigation features within the roadway, in connection with the James Road Segment, as set forth in the plans approved by Brevard County, Florida, Plan Set dated November 10, 2023 and associated with the Windward Preserve Final PUD plans conditionally approved by the City on December 19, 2023, and approved via the issuance of Right of Way Permit # 23RW00034 by the County (and as may be further agreed to from time to time by the parties hereto, subject to any other applicable governmental approvals, including Brevard County as provided herein). The District shall be required to execute a Bill of Sale to the City for the road right-of-way improvements and appurtenances thereto upon completion of construction. The District may also elect to construct, install, and/or acquire water, sewer and reclaim utilities within the James Road Segment, and transfer by Bill of Sale such utilities to the City upon completion, subject to the City's normal approval process. The District shall have the obligation to maintain, at its sole cost and expense, the James Road Segment and all associated roadway drainage facilities and other allied uses within the James Road Segment. The "associated roadway drainage facilities" maintenance responsibility shall not include the ditch located south of the James Road Segment in the 50' drainage easement, recorded in the Official Records Book 724, Page 1017, of the public records of Brevard County, Florida, but shall include appurtenant inlets and drainage pipes associated with the James Road Segment roadway improvements. The "other allied uses" within the James Road Segment which shall be the responsibility of the District to maintain include sidewalks, curbs and inlets, drainage pipes, guardrails, irrigation, and landscaping and grass within the James Road Segment. The City shall operate and maintain the City's public utilities located in the James Road Segment. The City shall not be responsible for or otherwise have any liability to the District or any party to repair or reconstruct any improvements constructed in the James Road Segment, except that the City shall restore the condition of the James Road Segment resulting from the City's reasonable access to, use of, operation of, maintenance and repair of public utilities located in the James Road Segment.

As a point of clarification, and notwithstanding anything herein to the contrary, Taylor Morrison of Florida, Inc., as the project developer, may elect to construct and/or install the various James Road Segment improvements described herein and convey them to the District for ownership, operation, maintenance, repair and replacement, provided however that, in such event, the Developer shall comply with the terms of this Agreement and all applicable laws and approvals in undertaking any such construction and/or installation. As noted above, the District shall transfer all such improvements to the City by Bill of Sale after acquisition by the District of such improvements.

4. **Right of Entry**. The City hereby grants the District a right of entry authorizing District to enter upon James Road, as necessary, to accomplish District's maintenance obligations and any future construction of the James Road Segment under this Agreement.

5. **Future Permitting**. For future modifications to the James Road Segment, Brevard County and the City will have the right to review the design plans for any improvements to the road right-of-way, as well as the right to provide approval of said design plans. The City and County shall coordinate their respective reviews, and the City and County's respective approvals shall not be unreasonably withheld, provided that adequate ingress and egress is maintained and preserved within the James Road Segment to allow for the County's maintenance of the ditch located south of the James Road Segment in the 50' drainage easement, recorded in the Official Records Book 724, Page 1017, of the public records of Brevard County, Florida, including the ability to maintain such ditch utilizing heavy equipment. Further, the parties understand and agree that should any proposed improvements to the James Road Segment anticipate the need to utilize the 50' drainage facility located to the south of the Segment for drainage discharge purposes, it will be necessary to complete the appropriate required permitting process through Brevard County prior to the construction of any such improvements.

6. **County's Reservation of Easement**. The District acknowledges and agrees that Brevard County has reserved to itself, via the Interlocal Agreement between Brevard County and the City of Cocoa Relating to the James Road Segment, dated _____, a perpetual easement for the full usage of and complete access to, including rights of ingress and egress, the James Road Segment for the purpose of constructing, repairing, and maintaining the 50' drainage facility adjacent to the James Road Segment on the south, such reservation to include continued rights for drainage from the drainage facility to the James Road Segment, pursuant to that certain Easement for drainage recorded in Official Records Book 724, Page 1017, of the public records of Brevard County, Florida. In addition, the County will have no responsibility, or otherwise have any liability to any party, to repair or reconstruct, any improvements constructed in the transferred road right-of-way resulting from the County's reasonable access to and use of the road right-of-way for such maintenance purposes, and the County will be held harmless for any and all such damages.

7. **Authority of the City.** The City shall retain in perpetuity the plenary authority over the James Road Segment, including permitting authority, authority to place and maintain traffic control devices in accordance with state law, to regulate traffic, stopping, standing, or parking, to enforce traffic laws, and to exercise all other powers afforded to a home rule municipality and as provided by Florida law.

8. **Indemnity**. The City and the District acknowledge that each is a government agency or subdivision of the State of Florida. Each Party shall be liable for its own actions and negligence and, to the extent permitted in Section 768.28(19), Florida Statutes, the District shall defend, indemnify and hold harmless, and free from liability, the City, its elected officials, officers, agents, employees, attorneys, and volunteers, from all damages, costs, fines, claims, assessments, judgments, and expenses, including

reasonable attorney's fees, which it may become obligated to pay arising out of the District's negligent acts or omissions in the performance of this Agreement, including the construction and maintenance of the James Road Segment contemplated hereunder. This Agreement does not constitute a waiver of sovereign immunity or consent by the District or the City to suit by third parties.

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

The indemnification provided above shall obligate District to defend at its own expense or to provide for such defense, at the option of City of all claims of liability and all suits and actions of every name and description that may be brought against City or its employees, officers, and attorneys which may result from the performance of the District's obligations under this Agreement whether the obligations are performed by the District or anyone directly or indirectly employed by District. In all events 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.

Nothing in this Agreement shall be construed to limit or waive the rights of Taylor Morrison of Florida, Inc. (and/or its affiliates) or the District to defend or otherwise participate in actions challenging any permits or other approvals relating to the development of Windward Preserve.

9. **Insurance.** Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16), *Florida Statutes*, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled, that party shall notify the other party of such change within ten (10) days of receipt of notice or actual knowledge of such change.

10. **Construction Contracts for the James Road Segment.** To the extent that the District constructs, maintains, or repairs the James Road Segment utilizing third party contractors, the District shall ensure that the contractor is willing to comply with the terms and conditions stated below. The construction contract between the District and the contractor shall be subject to the following terms and conditions.

(a) Construction shall be in accordance with the plans and specifications approved by the City and County and subject to City inspection.

(b) The construction contract between the District and the contractor must be immediately assignable to the City, upon the City's written request to the District and contractor, in the event that the District defaults under any term and condition set forth in this Agreement.

(c) The construction contractor and the District shall be required to provide the City and its officials and employees with a written indemnification and hold harmless agreement in

accordance with Florida Statutes for public construction contracts. The form of said indemnification shall be subject to approval of the City Attorney. Further, the construction contractor must provide current certificates of worker's compensation, general liability and automobile insurance.

(d) The construction contractor and/or the District shall be required to post a one (1) year maintenance bond or cash bond, which shall be in an amount not less than ten percent (10%) of the cost of the work, in favor of the City in accordance with Florida Statutes for public construction projects. The form of said bonds shall be subject to approval of the City Attorney.

(e) Upon completion of construction services in the James Road Segment, the District shall provide the City with final maps, grids, construction and signed off As-Built drawings and other records reasonably requested by City.

11. **Execution in Counterparts**. This Agreement may be simultaneously executed in counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.

12. **Limitation on Governmental Liability**. Nothing in this Agreement shall be deemed a waiver of the limits of liability of either the City or the District set forth in Section 768.28, *Florida Statutes*, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the District in its, his or her individual capacity, and neither the members of the governing body of the City or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the City or the District of this Agreement or any related act.

13. **Notices**. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) three business days following deposit in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the City: City of Cocoa
65 Stone St.
Cocoa, FL 32922
Attn: City Manager

With a copy to:	Garganese, Weiss, D'Agresta & Salzman, P.A. 111 N. Orange Avenue, Suite 2000 Orlando, FL 32802 Attn: Anthony A. Garganese, City Attorney
If to the District:	Windward Preserve Community Development District 2300 Glades Road, 410W Boca Raton, Florida 32746 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 W. College Avenue Tallahassee, Florida 32301 Attn: Jere Earlywine

14. **Public Records and Audits.** The District is required to and agrees to comply with public records laws of the State of Florida. The District shall keep and maintain all public records required by law in performance of this Agreement. The District shall provide the City, upon request from the City Clerk, copies of requested records related to this Agreement or shall 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 District shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify District of the request and the District shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the District does not comply with a public records request, the City may enforce this Section to the extent permitted by law. District acknowledges that if the District does not provide the public records to the City within a reasonable time, the District may be subject to penalties under Section 119.10, *Florida Statutes*. The District acknowledges that if a civil action is filed against the District to compel production of public records relating to this Agreement, the court may assess and award against District the reasonable costs of enforcement, including reasonable attorney fees.

All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the District, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. If the District 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 District's failure to comply with this Section, the City shall collect from District prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against District. 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 District's failure to comply with this Section.

15. **Governing Law and Venue**. This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Brevard County, Florida or the Middle District, Orlando, Florida for federal actions.

16. **Assignment and Binding Effect**. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the City, the District, and their respective successors and assigns.

17. **Amendments**. No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

18. **Filing**. After approval of this Agreement by the respective governing bodies of the City and this District, and its execution by the duly qualified and authorized officers of each of the parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of Brevard County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

19. **Severability**. All provisions of this Agreement are material to the City Council of the City of Cocoa, Florida's intent to enter into this Agreement. Accordingly, these provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this Agreement is challenged and declared illegal, invalid, or in violation of any statutory or constitutional requirement by a body with jurisdiction to make such determination, this Agreement shall be deemed void and automatically repelled in its entirety.

20. **Entire Agreement**. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

21. **Effective Date**. This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Brevard County, Florida. This Agreement shall also be recorded in the public records of the City to become a part of the title history of properties in the District.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

CITY COUNCIL OF THE CITY OF COCOA, FLORIDA

By: _____
Name: _____
Title: _____

WITNESSES:

_____
Name: _____
Title: _____
Address: _____
_____

_____
Name: _____
Title: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____, as _____ of the City Council of the City of Cocoa, Florida, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

_____
Notary Public, State of Florida

SIGNATURE PAGE TO INTERLOCAL AGREEMENT

WINDWARD PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

WITNESSES:

_____
Name: _____
Title: _____
Address: _____
_____

_____
Name: _____
Title: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2024, by _____, as Chairperson of the Windward Preserve Community Development District, on its behalf. He [___] is personally known to me or [___] produced _____ as identification.

_____
Notary Public, State of Florida

Legislation Details (With Text)

File #:	24-130	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/8/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Consider a Donation request for Cocoa High School's 3rd Grade Literacy and Theater Event. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Donation Application Form_BSF_Cocoa High School_Literacy_Theatre_Event.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 8, 2024
Agenda Date: March 26, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider a Donation request for Cocoa High School's 3rd Grade Literacy and Theater Event.

BACKGROUND:

Brevard Schools Foundation, Inc, submitted a donation application on March 5, 2024 to provide a literacy and theater opportunity for 3rd grade students from four local elementary schools. The application is for a request to assist in providing each 3rd grade student with the book "Miss Nelson is Missing" after their attendance of the Cocoa High School Drama production of the play "Miss Nelson is Missing" on April 12. Books are to be purchased from a bulk bookstore at a reduced price of $5.19 each, for a grand total of $1,427.25.

The following number of students will attend the play performance:

Cambridge - 62
Saturn - 83
Emma Jewel - 44
Fair Glen - 77 (Port St. John)

Additionally, per the City's Donation Application Policy, an organization is only eligible for funding once per fiscal year. Brevard School Foundation was granted a donation back in October, 2023. Therefore, they would not be eligible under the donation policy again until next fiscal year.

If Council so chooses, the City of Cocoa has budgeted $2,000 for Cocoa Schools Donations under Council's Promotional account, from which they could donate the money from. If Council chooses this route, it would be recommended by staff to change the recommended motion to make the donation paid directly to Cocoa High School.

The total request is for $1,427.25. Council can decide in the form of a motion of how much they would like to support this program.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$1,427.25
Account Number	001-1000-511.48-00
Account Name	Council Promotional

PREVIOUS ACTION:

At the October 24, 2023 City Council Meeting, a Donation Application for the Brevard Schools Foundation's Jump Start Program in the amount of $1,000 was approved based on a series of conditions being met.

RECOMMENDED MOTION:

Consider a Donation request for Cocoa High School's 3rd Grade Literacy and Theater Event.

SUBMITTAL CHECKLIST

Please make sure that all requested information below is accompaning the application.

Organization Name: Brevard Schools Foundation

Project Name: Cocoa High School 3rd Grade Literacy and Theatre Event

		YES	NO
1	Completed Application	X	
2	Exhibit A - IRS Letter of Non-Profit Determination Or State of FL Non-Profit Designation	X	
3	Exhibit B - Income/Expense Report (Last Filed Federal 990 or 990EZ will be accepted in lieu of)	X	
4	Exhibit C - Project Objectives	X	
5	Exhibit D - Use Of Funds Statement	X	

Please send original application with requested attachments to:

City of Cocoa
Carie Shealy, City Clerk
65 Stone Street
Cocoa, Florida 32922

These must be post marked no later than *60 days prior to the event.*

If you have any questions, please call City Hall at 433-8484 . Thank You.

65 Stone Street
Cocoa, Florida 32922

DONATION APPLICATION

PART I: GENERAL INFORMATION

APPLICANT INFORMATION:

APPLICANT NAME: Brevard Schools Foundation

FEDERAL ID #: Cocoa High School 3rd Grade Literacy and Theatre Event
Please attach IRS Determination Letter as support documentation Exhibit A.

ADDRESS: 2700 Judge Fran Jamieson Way

CITY/STATE: Merritt Island, FL **ZIP:** 32940

CONTACT PERSON: Janice Kershaw **TITLE:** President / CEO
Contact person will be in direct contact with the City and responsible for administering the grant if awarded.

TELEPHONE #: 321 633 1000 ext. 11754 **FAX #:** 321 633 4646

EMAIL ADDRESS: kershaw.janice@brevardschools.org

FINANCIAL: Provide budget information for your organization by completing the attached Income/Expense Report as Exhibit B or last filed IRS 990 or 990EZ will be accepted in lieu of this financial report.

CURRENT OPERATING BUDGET: 4,437,725.00

PROJECT INFORMATION:

NAME OF PROJECT: Cocoa High School 3rd Grade Literacy and Theatre Event

TOTAL PROJECT COST: $ 1,427.25

AMOUNT OF MONETARY REQUEST: $ 1,000.00

Neither monetary nor in-kind may exceed $1,000

AMOUNT OF IN-KIND REQUEST: $

COUNCIL DISTRICT: [X] CITYWIDE [ ] DISTRICT 1 [ ] DISTRICT 2 [ ] DISTRICT 3 [ ] DISTRICT 4

For more information please go to our official City web site at www.cocoafl.org

ANTICIPATED PARTICIPANTS TO BE SERVED: 266 3rd Grade Students from 4 City of Cocoa Schools

 # OF COCOA RESIDENTS TO BE SERVED: 266
(20 POINTS)

NEW PROGRAM?: [X] YES [ ] NO (10 POINTS)

EXPANDED PROGRAM?: [ ] YES [X] NO

PART II: EVALUATION CRITERIA

PROJECT IMPACT:

1. Please describe in detail, the proposed project objectives. Why is this project needed? Some of the issues the applicant may wish to address include, but are not limited to:
   - How quality of life for Cocoa residents will be enhanced;
   - Who will be served (children, seniors, families, and/or the disabled, etc.);
   - How the project is unique to the Cocoa community;
   - How the project meets an unmet need in the community;
   - Educational and informational benefits.

Please limit response to one typed page and attach as Exhibit C. (UP TO 50 POINTS)

2. Will any Cocoa residents be involved in the selecting, planning, and/or implementation of the proposed project? Yes X No_____ If yes, briefly describe. (10 POINTS)

Cocoa High School theatre arts students, who are Cocoa residents, were involved in all aspects of the selection, planning, and preforming of the "Miss Nelson is Missing" production. Cocoa High School principal and performing arts teacher coordinated with principals and 3rd grade teachers from 4 Cocoa elementary schools to provide the literacy and theatre event.

3. Briefly describe your organization's experience and ability to deliver the project as proposed and timeline for completion. (UP TO 20 POINTS)

Brevard Schools Foundation (BSF), established in 1987, works to support Brevard Public Schools by providing direct support to students and teachers and enhancing educational opportunities through citizen and corporate support. BSF fills educational funding and opportunity gaps. As an educational partner BSF will ensure project implementation and timeline will be completed.

USE OF FUNDS: Complete Exhibit E. - Use Of Funds Statement describing type of funds requested (monetary and/or in-kind services), types of in-kind services required (dates and times); how requested monetary funds are to be used for the program/event, including costs, potential vendor and a general description of the proposed purchases.

NOTE: Upon completion of the event, an After Action Statement, Materials Purchase Schedule, and supporting documentation must be submitted to confirm use of City funds and services provided. Failure to do so, will result in denial of future requests.

Remember that all expenditures of grant funds will need to be accounted for by supplying copies of sales receipts, cancelled checks, and/or invoices to the City.

I hereby certify that the information provided in this application is true and accurate, and I have the authority to apply for this donation on behalf of the organization.

Janice Kershaw
Signature of Authorized Representative

March 5, 2024
Date

Exhibit C

City of Cocoa – Project Objective:

Project: Cocoa High School 3rd Grade Literacy and Theatre Event

Objective: To provide a literacy and theatre enrichment experience for 3rd grade students from 4 Cocoa Elementary Schools.

Cocoa High School, in collaboration with 4 Cocoa elementary schools, will provide 3rd grade students an opportunity to participate in an exclusive production of the play "Miss Nelson is Missing." The live production presented by Cocoa High School fine arts students will give these young students, who are future "Cocoa Tigers," the opportunity to be on the campus where they will attend secondary school. To support their literacy development each student will be presented with their own copy of the book "Miss Nelson is Missing." The following itinerary outlines the proposed times for the April 12th literacy and theatre event.

- 9:30 to 9:50: Bus pickup at feeder school
- 10:00: Busses arrive at Cocoa High
- 10:00 to 10:15: Students seated.
- 10:15am - 11:15 am: Showtime
- 11:15 - 11:30: Cast Meet and greet/pictures/present each student with their own "Miss Nelson is Missing" book.
- 11:30: Student dismissal to busses for transport back to schools

Exhibit D

City of Cocoa
Use of Funds Statement
(To be submitted with Donation Application)

Date: March 5, 2024 **Project Dates:** April 12, 2024

Organization: _____ **Project:** _____

1.) Please list the in-kind services requested from the City, along with the dates and times required: N/A

2.) Please list the amount of monetary funds requested from the City, describing how the requested funds are to be used, including individual costs, potential vendors, and a general description of the purposed purchases:

The requested funds will assist in providing each 3rd grade student with the book "Miss Nelson is Missing" after their attendance of the Cocoa High School teathre production of the play "Miss Nelson is Missing." Books are to be purchased from a bulk bookstore at a reduced price of $5.19 each.

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Janice Kershaw
Project Administrator

March 5, 2024
Date

Certification: I hereby certify that the in-kind services and/or purchases will be used to support this project.

Amy Campbell
Project Financial Officer

March 5, 2024
Date

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

NOV 0 2 1992

DEPARTMENT OF THE TREASURY

Date: OCT 2 8 1992

Employer Identification Number:
59-2895155
Contact Person:
ROBERTA VAN METER
Contact Telephone Number:
(404) 331-0927

BREVARD SCHOOLS FOUNDATION INC
ATTN MARILYN L JONES
EDUC SVCS FACILITY
2700 ST JOHNS STREET
MELBOURNE, FL 32940-6699

RECEIVED
NOV 1 0 1992
Community Relations Department

Our Letter Dated:
February 3, 1989
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning 07/01/21 , and ending 06/30/22

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
BREVARD SCHOOLS FOUNDATION INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
2700 JUDGE FRAN JAMIESON WAY

City or town, state or province, country, and ZIP or foreign postal code
VIERA FL 329406601

D Employer identification number
59-2895155

E Telephone number
321-633-1000

G Gross receipts $ 5,685,092

F Name and address of principal officer:
JANICE KERSHAW
2700 JUDGE FRAN JAMIESON WAY
VIERA FL 32940

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ BREVARDSCHOOLSFOUNDATION.ORG

H(c) Group exemption number ▶

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation:

M State of legal domicile:

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:
SEE SCHEDULE O

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	20
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	20
5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	14
6 Total number of volunteers (estimate if necessary)	6	724
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

Revenue

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	3,880,684	5,298,298
9 Program service revenue (Part VIII, line 2g)		0
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	90,264	-373,449
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	179,407	-35,242
12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	4,150,355	4,889,607

Expenses

13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	1,536,767	1,931,422
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	583,732	607,628
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 122,432		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	1,950,566	2,151,993
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	4,071,065	4,691,043
19 Revenue less expenses. Subtract line 18 from line 12	79,290	198,564

Net Assets or Fund Balances

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	5,984,642	7,221,686
21 Total liabilities (Part X, line 26)	154,867	160,925
22 Net assets or fund balances. Subtract line 21 from line 20	5,829,775	7,060,761

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date: 2-17-2023

JANICE KERSHAW PRESIDENT & CEO
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
W. ED MOSS JR.	W. ED MOSS JR.	01/26/23		P00531414

Firm's name ▶ MOSS, KRUSICK & ASSOCIATES, LLC — Firm's EIN ▶ 59-3017072

Firm's address ▶ 501 S NEW YORK AVE STE 100 WINTER PARK, FL 32789-4241 — Phone no. 407-644-5811

May the IRS discuss this return with the preparer shown above? See instructions ☐ Yes ☐ No

Legislation Details (With Text)

File #:	24-150	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	3/15/2024		**In control:**	City Council	
On agenda:	3/26/2024		**Final action:**		
Title:	Request Council approval of an Interlocal Agreement (ILA) for Affordable Housing construction and related costs, up to $800,000, in the Michael C. Blake Subdivision between the Diamond Square CRA and the City of Cocoa; Approve a Resolution Amending the FY 2024 Budget, BAF #24-066-IF2, in the amount of $800,000, transferring this amount to the City's General Fund to complete the construction of the five affordable homes and BAF#24-070-T in the amount of $92,651 transferring funds within the General Fund; Approve an Amendment to the Construction Agreement between the City of Cocoa and Community Housing Initiative, Inc. for the construction of five (5) homes in the Michael C. Blake Subdivision. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	First Addendum to Construction Agreement with CHI 3-26-24.pdf Recorded_ Construction Agreement for Michael C. Blake Subdivision.pdf ILA for Affordable Housing between DSCRA and COC - March 2024 - Copy Signed by DSCRA only.pd Budget Resolution FY 2024-029 ADA Compliant.pdf BAF 24-066-IFT 2 of 2-DSCRA-CRA funds for Michael C. Blake (03-26-24) Agenda 24-150.pdf BAF 24-070-T-CS-MCB Subdivision Shore Up (3-26-24) Agenda 24-150.pdf Cost Estimate MCB Subdivision.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: 3/15/2024.
Agenda Date: 3/26/2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Request Council approval of an Interlocal Agreement (ILA) for Affordable Housing construction and related costs, up to $800,000, in the Michael C. Blake Subdivision between the Diamond Square CRA and the City of Cocoa; Approve a Resolution Amending the FY 2024 Budget, BAF #24-066-IF2, in the amount of $800,000, transferring this amount to the City's General Fund to complete the construction of the five affordable homes and BAF#24-070-T in the amount of $92,651 transferring funds within the General Fund; Approve an Amendment to the Construction Agreement between the City of Cocoa and Community Housing Initiative, Inc. for the construction of five (5) homes in the Michael C. Blake Subdivision.

BACKGROUND:

In 2023, Staff requested approval from the Diamond Square CRA (DSCRA) for the purposes of constructing new homes in the Michael C. Blake Subdivision. The Agency approved the City Manager to negotiate with Community Housing Initiative (CHI) to build up to five new homes. The DSCRA budgeted $475,000 in FY 2024 towards the construction of the homes and $150,000 towards homebuyer assistance. Additionally, the City Council authorized the City Manager to negotiate an agreement with CHI to construct the homes. On June 6, 2023, the City executed an agreement with CHI to build the homes for $750,000. A groundbreaking ceremony was held on November 1, 2023 and construction began shortly thereafter. The additional funding from DSCRA requires an addendum to the original contract with CHI.

As part of the DSCRA Plan Update of 2014, one of their goals is to create partnerships with local developers to promote affordable housing within the Diamond Square community. This partnership with CHI will create new affordable housing in Diamond Square that will improve the housing inventory.

CONSTRUCTION OF FIVE (5) AFFORDABLE HOMES IN THE MICHAEL C. BLAKE SUBDIVISION. The average construction cost for the new homes is $275,496, with an additional $55,730 for closing costs, developer fee and other associated fees on each home. With a starting budget of $1,225,000, ($475,000 DSCRA + $750,000 City funds) there is a deficit of $441,804 to complete the homes. Additional funding will be obtained from HOME CHDO funds, reduction of impact fees and other General Fund contributions.

Since the exact total of construction and other related costs for constructing and selling the homes is estimated at this time, a transfer from the DSCRA to the General Fund will be the total contribution amount of $800,000. Any unspent funding will be returned proportionally to the DSCRA upon sale of the homes. Any funds remaining after the final sales are complete will be placed in an account for future affordable housing in Diamond Square CRA upon approval by the DSCRA. See the Attachment A to this agenda item for the cost breakdown.

DOWN PAYMENT ASSISTANCE

The $150,000 budgeted in FY 2024 for Down Payment Assistance will remain in the DSCRA budget to assist potential homeowners. The new homes being constructed have an appraised value of $310,000 to $320,000. Since the appraised value of the homes exceeds the defined amount for an affordable home per Housing and Urban Development (HUD) parameters, the City will use HOME and CDBG funds to assist the homebuyers through the first-time homebuyers' program and being able to qualify for a mortgage. Because HUD funding will be used in these transactions, each home will sell at $269,000, which is the maximum sale price allowed by HUD. The City will be absorbing a Development Subsidy (the difference between construction costs and related costs and appraisal value) to bring the cost of each home down to $269,000, the amount allowed by HUD. This Development Subsidy will be an additional mortgage on the home that will be forgiven after ten (10) years if the homeowner resides in the home the entire time. If at any time the homeowner decides to sell the home, the City will recapture the funds in a prorated, forgivable amount, depending on the year of the sale.

Staff is requesting the Council approve entering into an Interlocal Agreement (ILA) with the City of Cocoa and agree to transfer the funds allocated to the Michael C. Blake Subdivision to the City's General Fund for costs related to the five (5) homes in the Michael C. Blake subdivision. A complete report of the costs for construction and sale of the five (5) homes will be provided when all of the homes are sold. Staff is also requesting an amendment to the Construction Agreement with

Community Housing Initiative, Inc. to recognize the additional $800,000 added to the project CS21MB. No other items in the original agreement will be modified.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

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

Budget Amendment #24-066-IF2

Amount Requested	$800,000
Account Number	001-0000-381.91-11
Account Name	Interfund Transfer FROM DS

Amount Requested	$800,000
Account Number	001-3200-515-62-00
Account Name	CS Buildings
Project Number	CS21MB

Budget Transfer # 24-070-T

Amount Requested	($21,631)
Account Number	001-3200-515.31-00
Account Name	Professional Services

Amount Requested	$21,631
Account Number	001-3200-515-62-00
Account Name	CS Buildings
Project Number	CS21MB

Amount Requested	($71,020)
Account Number	001-1600-513.39-00
Account Name	Contingency
Project Number	AFBP22

Amount Requested	$71,020
Account Number	001-3200-515.62-00
Account Name	CS Buildings
Project Number	AFBP22

BAF# 24-066-IF1 was approved by the DSCRA on March 11, 2024 and this BAF#24-066-IF2 will complete the Interfund transfer to the General Fund. BAF#24-070 is a Transfer from within the General Fund, which includes the use of Assigned Fund Balance allocated to Affordable Housing.

PREVIOUS ACTION:

The City of Cocoa authorized the City Manager to negotiate and execute an agreement with CHI on October 25, 2022 (Agenda 22-641).

The City of Cocoa entered into an agreement with CHI on June 6, 2023 to construct five (5) affordable homes in the Michael C. Blake subdivision.

The DSCRA approved the Interlocal Agreement and Transfer to the General Fund at the March 11, 2024 meeting.

RECOMMENDED MOTION:

Request Council approval of an Interlocal Agreement (ILA) for Affordable Housing construction and related costs, up to $800,000, in the Michael C. Blake Subdivision between the Diamond Square CRA and the City of Cocoa; Approve a Resolution Amending the FY 2024 Budget, BAF #24-066-IF2, in the amount of $800,000, transferring this amount to the City's General Fund to complete the construction of the five affordable homes and BAF#24-070-T in the amount of $92,651 transferring funds within the General Fund; Approve an Amendment to the Construction Agreement between the City of Cocoa and Community Housing Initiative, Inc. for the construction of five (5) homes in the Michael C. Blake Subdivision.

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FIRST ADDENDUM TO CONSTRUCTION AGREEMENT BETWEEN THE CITY OF COCOA, FLORIDA AND COMMUNITY HOUSING INITIATIVE, INC.

Michael C. Blake Subdivision Affordable Housing

THIS ADDENDUM TO THE CONSTRUCTION AGREEMENT, hereinafter "First Addendum", is made this ____ day of _____, 20__ by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER or CITY) and **COMMUNITY HOUSING INITIATIVE**, a Florida private non-profit organization qualified as a "Community Housing Development Organization" (CHDO) as defined by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR Part 92, (herein referred to as DEVELOPER OR C.H.I.), as follows:

WHEREAS, Community Housing Initiative, Inc. (DEVELOPER or C.H.I.) shall cause to be completed the construction of **up to five (5), but not less than four (4),** single family, affordable homes in the Michael Blake Subdivision in Cocoa, Florida. C.H.I. as the developer would be responsible for overseeing the project and ensuring the project remains on schedule and within budget, to the greatest extent possible. C.H.I. would issue payments to the Contractor, based upon a mutually agreed upon draw schedule. C.H.I. would then submit a reimbursement request to the City of Cocoa.
; and

WHEREAS, The OWNER will pay the DEVELOPER in current funds for the performance of the work in accordance with the Contract Documents, including additions and deductions approved by Change Order, the Total Contract Price of which shall not exceed **One Million, five-hundred and fifty thousand dollars ($1,550,000.00)**. DEVELOPER agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents, except that a Developer Fee shall be paid as provided in this Section. Under no circumstances shall the DEVELOPER obtain a construction line of credit and have a lien placed upon the properties.
; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

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

2.0 Amendments.

A. Section 8 of the Agreement is hereby amended as follows:

The contract price for the construction of five (5) homes in the Michael C. Blake Subdivision shall not exceed **One Million, five-hundred and fifty thousand dollars ($1,550,000.00)**. .

3.0 Prior Terms. All other terms and conditions of the Agreement and other Addendums not inconsistent with the terms of the provisions contained herein shall remain in full force and effect.

4.0 Effective Date. This First Addendum shall become effective upon approval by the City Council and execution by both parties hereto.

5.0 Recordation. Upon full execution by both parties hereto, this First Addendum shall be recorded in the public records of Brevard County, Florida and shall run with the land.

--- Remainder intentionally blank ---

IN WITNESS HEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed sealed and delivered in the presence of:

ATTESTATION:

_____
City Clerk, City of Cocoa

_____
Witness 1: _____

_____
Witness 2: _____

CITY OF COCOA, FLORIDA

_____
By: Stockton Whitten, City Manager
Date:_____

CITY SEAL:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20___, by_____, the _____ of _____, who is personally known to me or who produced _____ as identification and who did take an oath.

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

ATTESTATION:

COMMUNITY HOUSING INITIATIVE

_____

Nicole Tenpenny, Executive Director
Date: _____

_____
Witness 1: _____

_____
Witness 2: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 20___, by_____, the _____ of _____, who is personally known to me or who produced _____ as identification and who did take an oath.

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

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

Michael Blake Subdivision Affordable Housing

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807

CFN 2023128209, OR BK 9817 PAGE 1493,
Recorded 06/20/2023 at 02:45 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:20

THIS AGREEMENT is made this 06 day of June, 2023 by and between the **CITY OF COCOA**, a Florida municipal corporation (herein referred to as OWNER or CITY) and **COMMUNITY HOUSING INITIATIVE**, a Florida private non-profit organization qualified as a "Community Housing Development Organization" (CHDO) as defined by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR Part 92, (herein referred to as DEVELOPER OR C.H.I.), as follows:

1. **DESCRIPTION OF PROJECT** - Community Housing Initiative, Inc. (DEVELOPER or C.H.I.) shall cause to be completed the construction of **up to five (5), but not less than four (4),** single family, affordable homes in the Michael Blake Subdivision in Cocoa, Florida. C.H.I. as the developer would be responsible for overseeing the project and ensuring the project remains on schedule and within budget, to the greatest extent possible. C.H.I. would issue payments to the Contractor, based upon a mutually agreed upon draw schedule. C.H.I. would then submit a reimbursement request to the City of Cocoa.

During construction, C.H.I. shall identify potential homebuyers. If C.H.I. is unsuccessful in identifying buyers, C.H.I. will list the property with a licensed realtor, which shall actively market the property. The total realtor agent fees (for buyer and seller agents) shall not exceed six (6) percent. If a buyer is interested in the property and is not represented by an agent, the agent fee shall not exceed three (3) percent. The timeframe a licensed realtor actively markets the property shall not exceed three (3) months after construction completion. The City is to be notified after that time if the property has no interested buyer.

C.H.I. will income qualify all potential homebuyers to ensure the purchasers are classified as very-low or low income persons as defined in Section 420.0004, Florida Statutes. The City shall have final approval of the client file prior to issuing an award letter and final approval of the closing documents prior to closing. Once a qualified buyer is income certified, C.H.I. will assist the buyer with first mortgage financing by offering referrals, if needed, and reviewing all lender documentation to ensure the buyer isn't a victim of predatory lending. Additionally, C.H.I. shall ensure the buyers attend a mandatory homebuyer counseling class prior to closing.

The buyers shall purchase the homes at an agreed upon price by the City based on the appraisal at the time of sale. The buyers may be paired with the City's Homebuyer's Program for down payment assistance for first time homebuyers. In the event first time homebuyer funds are used to purchase a home, a lien shall be placed on the property in the amount of the down payment assistance and/or development subsidy in accordance with HOME regulations or policies of the Diamond Square CRA. Further, a Land Use Restriction Agreement (LURA) shall be placed on the property to maintain the affordability period for a certain number of years if the resale provision is used.

C.H.I. shall be the Developer of the Project, keep all records relating to the properties, and will provide support to the homebuyers until closing and beyond as indicated. As Developer of the Project,

C.H.I. shall manage all aspects of project development and implementation and shall seek out financially qualified and credit worthy very low or low income persons to purchase the (at minimum) four (4) single family homes within the Michael Blake Subdivision. The Developer shall work diligently to identify and qualify candidates early in order to allow them to customize their homes' finishing, to the extent possible. The Developer shall choose pre-selected neutral, earth tone paint colors and amenities such as cabinets, unless preapproved by the City or the income-qualified buyer.

The City is the current title holder of the property and shall maintain title while Developer proceeds with construction and shall enter into a purchase and sale agreement with the selected income-qualified buyer directly. As stated above, a lien shall be placed on the property for the down payment assistance and/or development subsidy in accordance with HOME Regulations or policies of the Diamond Square CRA, if applicable due to use of first-time homebuyers' assistance funds. Further, a Land Use Restriction Agreement will be placed on the property to keep the properties affordable for a certain number of years if the resale provision is used.

The City shall inspect the construction of the homes for Florida Building Code compliance. Also, the City shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements, to the extent applicable. The City of Cocoa's Housing and Neighborhood Services Division will continue to monitor the Project according to the terms outlined in this Agreement.

2. **CONTRACT DOCUMENTS** – At the time of this Agreement's execution, the OWNER and DEVELOPER have not yet agreed upon the construction drawings for the four or five single-family homes to be constructed. The DEVELOPER and its selected CONTRACTOR that will complete construction shall propose construction drawings in accordance with the criteria established by the OWNER established in **Exhibit A**, attached hereto and incorporated herein by this reference. The OWNER shall approve all construction drawings prior to issuance of a Notice to Proceed by the DEVELOPER, by written addendum to this Agreement.

Thereafter, the Contract Documents shall consist of this Agreement; Exhibits and Addendum(s) to the Agreement; and all Change Orders approved by the City after execution of this Agreement. These Contract Documents are hereby incorporated into this Contract by this reference. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intent of the Contract Documents is to include all labor, materials, equipment, transportation, taxes, fees and incidentals necessary for the proper and complete execution of the Work for each Project. Materials or Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's Community Services Director immediately. The City's Community Services Director will clarify discrepancies or omissions, in writing, within a reasonable time.

3. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the DEVELOPER, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

c. Supplemental Terms and Conditions, if any

d. General Terms and Conditions, if any

e. Engineering Plans and Drawings

Any inconsistency in the work description shall be clarified by the OWNER and performed by the DEVELOPER.

4. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the DEVELOPER hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

5. **BRAND NAME MATERIALS** - Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The DEVELOPER will be responsible for all coordination necessary to accommodate the material, article, or equipment being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material, article, or equipment is allowed if it is reasonably equivalent to the brand name specified and DEVELOPER certifies in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. . The OWNER has full discretion to decide whether a substitute is reasonably equivalent. DEVELOPER must notify the OWNER in writing prior to use of the substitute for a specified brand name and allow the OWNER to make a determination before DEVELOPER uses the substitute.

6. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the performance of this Contract.

b. The Work, which shall be construction of, at minimum, four (4) single-family homes, shall be substantially completed within **two (2) years** after the date when the Contract Time begins to run, which shall be upon the issuance of the Notice to Proceed. The Work shall be finally completed, ready for Final Payment within sixty (60) calendar days after the actual date of Substantial Completion.

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

c. The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

d. In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

7. **LIQUIDATED DAMAGES** – Omitted.

8. **COMPENSATION** –

a. The OWNER will pay the DEVELOPER in current funds for the performance of the work in accordance with the Contract Documents, including additions and deductions approved by Change Order, the Total Contract Price of which shall not exceed **seven-hundred and fifty thousand dollars ($750,000.00)**. DEVELOPER agrees to accept the Contract Price as full compensation for performing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents, except that a Developer Fee shall be paid as provided in this Section. Under no circumstances shall the DEVELOPER obtain a construction line of credit and have a lien placed upon the properties.

The DEVELOPER acknowledges that all costs of any nature relating to: (1) performance of the Work under Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents, are all included in the Total Contract Price. Payments will be made to the DEVELOPER for actual work performed in the form of progress payments, which may be submitted no more frequently than monthly.

b. The DEVELOPER will additionally receive a Developer Fee of eight (8) percent of the construction costs for each home built, not to exceed $60,000.00 total for all homes combined. The Developer Fee shall be paid from the proceeds of the sale. The remainder of the proceeds of the sale (less the Developer Fee) from each home shall be retained by the CITY. This Developer Fee shall be paid in four (4) or five (5) installments, as applicable, upon each unit's completion and sale as evidenced by final payment from the City; release of liens from all contractors, subcontractors, and suppliers; complete homebuyer file; and City approval. To the extent that there are insufficient proceeds of a sale to pay the eight (8) percent Developer Fee, the CITY shall consider approving additional funds beyond the Total Contract Price established in this Section, which shall not be unreasonably withheld to the extent that funding is available. However, the CITY will only consider approval of additional funds to cover the Developer Fee upon completion and sale of all homes and to the extent that additional funds are not available from the proceeds of such sales.

9. **TERMINATION; DEFAULT BY DEVELOPER AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. DEVELOPER defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within seven (7) calendar days, in which case the DEVELOPER shall have such time as is reasonably necessary to remedy the default, provided the DEVELOPER promptly takes and diligently and continuously pursues such actions as are necessary therefore; or

b. DEVELOPER is adjudicated bankrupt or makes any assignment for the benefit of creditors or DEVELOPER becomes insolvent, or is unable or unwilling to pay its debts; or

c. DEVELOPER has acted negligently, as defined by general and applicable law, in performing causing the performance of the Work hereunder; or

d. DEVELOPER has committed any act of fraud upon the OWNER; or

e. DEVELOPER has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

f. DEVELOPER is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right, or remedy OWNER may have under this Agreement.

In the event of an uncured default by DEVELOPER, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination, which may be a set-off to Owner's damages.

10. **FORCE MAJEURE** - Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving DEVELOPER's labor force); extraordinary breakdown of or damage to OWNER 's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable

12. **PROGRESS PAYMENTS; DUE DATE FOR PROGRESS PAYMENTS; SUBMITTAL OF PAYMENT REQUESTS** – No payments shall be made where a Payment and Performance Bond is required herein until OWNER receives a certified copy of the recorded Bond. OWNER shall make progress payments on account of the contract price to

DEVELOPER, on the basis of application for payments submitted to the OWNER, by DEVELOPER as the work progresses no more frequently than monthly, and in accordance with the Contract Documents.

Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. DEVELOPER does not provide consent of surety with each payment application;

c. Another DEVELOPER is damaged by an act for which DEVELOPER is responsible; or

d. In the opinion of the OWNER the DEVELOPER's work is not progressing satisfactorily.

Each payment request shall include a certification from the CONTRACTOR that, to the best of the Contractor's knowledge, information and belief, the work itemized for payment and prices therefore are true and correct, work covered by the payment request has been completed in accordance with the Contract Documents, and that all amounts have been paid by the Contractor for work for which previous payment requests were issued and payments received from the DEVELOPER.

OWNER herein (____) designates or (_x_) does not designate an agent, i.e., an architect or engineer, that must approve any payment request or invoice before the payment request or invoice is submitted to OWNER for payment. If an agent must approve the payment request or invoice before the payment request or invoice is submitted to OWNER, payment is due 25 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. The DEVELOPER may send OWNER an overdue notice. If the payment request or invoice is not rejected within 4 business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is inaccurate or misleading. If an agent need not approve the payment request or invoice submitted by DEVELOPER, payment is due 20 business days after the date on which the payment request or invoice is stamped as received as provided in s. 218.74(1), Florida Statutes, except to the extent that the payment request or invoice does not meet contract requirements. If OWNER disputes a portion of a payment request or an invoice, the undisputed portion shall be timely paid. OWNER shall reject payment requests or invoices in accordance with the procedure established in s. 218.735, Florida Statutes.

OWNER hereby identifies the Community Services Department as the agent or office to which the DEVELOPER must submit payment requests or invoices to OWNER.

13. **FINAL PAYMENT; CHANGE ORDERS** - OWNER shall withhold up to 5% of the Contract Price throughout the project in accordance with the Local Government Prompt Payment Act ("Act"). The retainage amount withheld may be released with the Final Payment after the issuance of the Final Completion Certificate. Consent of surety is required for final payment. OWNER shall make final payment to DEVELOPER within thirty (30) days after the

work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until DEVELOPER has delivered to OWNER all close-out documentation.

By making payments OWNER does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Contract Documents; or

c. Failure of DEVELOPER to comply with any special guarantees required by the Contract Documents.

Progress payments may be withheld if Work is found defective and not remedied; DEVELOPER does not provide consent of surety with each progress application; a subcontractor is damaged by an act for which DEVELOPER is responsible; or in the opinion of the OWNER, DEVELOPER'S work is not progressing satisfactorily.

The City, by written change order and without invalidating the Agreement, may order extra Work or make changes by altering, adding to, or deducting from the Work. The contract sum may be adjusted accordingly. Additional time required for any change in Work must be included with the requested Change Order.

In giving instructions, the City's Project Manager will have authority to make minor changes in the Work, not involving extra cost or time, and not inconsistent with the purpose of the Work, but otherwise, except in an emergency endangering life or property, no extra work or change will be made unless it goes through the City's written Change Order process and is approved by the City, and no claim for an addition to the contract sum or time will be valid unless so ordered in writing.

The value of any such extra Work or change will be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the DEVELOPER, provided it receives an order as above, shall proceed with the work. In such case and also under case (3) above, the DEVELOPER shall keep and present in such form as the City's Project Manager may direct, a correct account of the actual cost of labor and materials, substantiated by back-up documentation. In any case, the City's Project Manager will certify the amount, including reasonable allowances for overhead and profit, due to the DEVELOPER. Pending final determination of value, payments on account of changes will be made on the City's Project Manager's estimate. Furthermore, if the DEVELOPER claims that any instructions by drawings or otherwise involve extra cost under the Contract Documents, it shall give the City written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided above under this section. Claims

will not be processed unless filed in writing before any work has commenced. In addition, if the City's Project Manager deems it appropriate the City may accept defective or incomplete work and an equitable deduction from the Contract Price will be made therefor by Change Order.

14. **INSPECTIONS; DUTIES AND AUTHORITY** - The duties and authority of the OWNER are as follows:

a. **Inspections, Opinions, and Progress Reports.** The OWNER and its representatives shall be kept familiar with the progress and quality of the work by DEVELOPER and may make periodic visits to the work site. The OWNER will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for the DEVELOPER's failure to perform the work in accordance with the Contract Documents.

b. **Access to Worksite for Inspections.** The OWNER and its representatives shall be given free access to the worksite at all times during work preparation and progress. The Project Manager is not obligated to make exhaustive or continuous on-site inspections to check and report on work progress, and any such inspections shall not waive Owner's claim regarding defective work by DEVELOPER. No inspector is authorized to change any provision of the specifications without written authorization of the City's Project Manager, nor shall the presence or absence of an inspector relieve the DEVELOPER from any requirements of the Contract Documents.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the DEVELOPER shall give the City timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the City's Project Manager or designee will be promptly made.

If upon inspection such work is found not in accordance with the Contract Documents, the DEVELOPER shall pay such cost, including compensation for professional services, and an appropriate deductive Change Order shall be issued.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between DEVELOPER and Owner.

d. **Rejection and Stoppage of Work.** The OWNER shall have authority to reject work which in its opinion does not conform to the Contract Documents, and in this connection may stop the work or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to DEVELOPER as the work progresses, based on DEVELOPER's applications and OWNER's inspections and observations, and will issue certificates for progress payments and final payments in accordance with the terms of the Contract Documents.

f. **City Reviews and Status.** The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the

project. No review, inspection, or approval by the City of such Work or documents shall relieve the DEVELOPER of its responsibility for the performance of its obligations under the Contract Documents or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve DEVELOPER of responsibility for the performance of its obligations under the Contract Documents. Payment by the City pursuant to the Contract Documents shall not constitute a waiver of any of the City's rights under the Contract Documents or at law, and DEVELOPER expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the DEVELOPER if the City becomes aware of any fault or defect in the Projects or non-conformance with the Contract Documents. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the DEVELOPER, for any of the foregoing purposes, be deemed the agent of the City.

15. **PROGRESS MEETINGS** – OWNER'S Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the OWNER, during the term of work entered into under this Agreement. DEVELOPER's Project Manager and all other appropriate personnel shall attend such meetings as designated by the OWNER'S Project Manager.

16. **RESPONSIBILITIES OF DEVELOPER** - DEVELOPER's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision and Construction**. DEVELOPER shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures and means, for the coordination of all work. DEVELOPER shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

b. **Discipline and Employment.** DEVELOPER shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

c. **Furnishing of Labor, Materials, etc.** DEVELOPER shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with the Contract Documents.

d. **Payment of Taxes: Procurement of Licenses and Permits.** DEVELOPER shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. DEVELOPER warrants that it (and subcontractors or tradesmen, if authorized in the Contract Documents) hold or will secure all trade or professional licenses required by law for DEVELOPER to undertake the contract work.

e. **Guarantee.** The DEVELOPER hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other

Contract Documents. The DEVELOPER shall remove, replace and/or repair at its own expense and at the convenience of the OWNER any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents. Without limiting the generality of the foregoing, the DEVELOPER warrants to the OWNER, that all materials and equipment furnished under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, DEVELOPER will provide written guarantee for work and materials for one (1) calendar year after acceptance by OWNER. The one (1) period is not a limitation upon manufacturer warranties or DEVELOPER's payment and performance Bond(s).

f. **Project Site.** The DEVELOPER shall, among other things, (i) visit and thoroughly inspect the project site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the project will be constructed and operated; (ii) if applicable, familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the project; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the project. If the project involves modifications to any existing structure(s) or other man-made feature(s) on the project site, the DEVELOPER shall also review all as-built and record drawings, plans, and specifications of adjacent work which the DEVELOPER requests from the City , and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the DEVELOPER resulting from its failure to familiarize itself with the project site or pertinent documents shall be deemed waived.

17. **ASSIGNMENT** - DEVELOPER shall not assign this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

a. DEVELOPER shall be fully responsible to OWNER for all acts and/or omissions performed by its subcontractors.

b. If DEVELOPER subcontracts any part of this Agreement, DEVELOPER shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

18. **THIRD PARTY BENEFICIARY** - The DEVELOPER shall require in any subcontract with a subcontractor to cause performance of the Project and work described herein that the OWNER shall be named as a third-party beneficiary. Performance of such subcontract shall be for the express benefit of the OWNER as a third-party beneficiary. As an intended third-party beneficiary, the OWNER may maintain a direct cause of action against the surety bond for the Project. Accordingly, the OWNER shall be described in the performance and payment bond required by DEVELOPER as having a right of action on the bond.

19. Omitted.

20. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

21. **INDEMNIFICATION** – DEVELOPER shall defend, indemnify and hold harmless the OWNER, its officers, employees, agents, engineer, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of DEVELOPER and persons employed or utilized by DEVELOPER in the performance of this Agreement.

DEVELOPER specifically assumes potential liability for actions brought by DEVELOPER'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, DEVELOPER specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate the DEVELOPER to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, engineers, and city attorneys 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.

In consideration of the DEVELOPER's indemnity obligations, the parties allocate ONE PERCENT (1%) OF THE CONTRACT SUM as specific consideration for DEVELOPER's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by DEVELOPER among all pay items - receipt of which is acknowledged.

The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

Further, in any subcontract, the DEVELOPER shall require the subcontractor to indemnify and hold harmless the OWNER to the same extent provided herein and name the OWNER as a third-party beneficiary.

22. **SAFETY** - DEVELOPER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing work provided hereunder. More specifically, the DEVELOPER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The DEVELOPER shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All employees on the project site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the project site.
3. Other property at the project site or adjacent thereto.

DEVELOPER shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of its Subcontractors with those same standards.

Further, DEVELOPER shall work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and shall supply all information about hazardous chemical being brought onto City property as required by any applicable City Safety and Loss Control Program.

23. **CORPORATE REPRESENTATIONS BY DEVELOPER** - DEVELOPER hereby represents and warrants to the OWNER the following:

a. DEVELOPER is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned signatory for DEVELOPER has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by DEVELOPER has been duly authorized by the board of directors and/or president of DEVELOPER. In support of said representation, DEVELOPER agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. DEVELOPER is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, DEVELOPER agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

24. **BOND** - DEVELOPER shall require any contractor or subcontractor to supply materials, performance and payment bond(s) in accordance with Florida law and in a form acceptable to the City Attorney prior to commencement of the construction. As an intended third-party beneficiary, the OWNER may maintain a direct cause of action against the surety bond for the Project. Accordingly, the OWNER shall be described in the performance and payment bond required by DEVELOPER as having a right of action on the bond.

The materials, performance, and payment amounts shall be in an amount equal to 100% of the Contract Price for the work prescribed herein. The issuance of bonds required under this Agreement shall not relieve DEVELOPER of any liability under the Agreement. DEVELOPER shall remain jointly and severally liable with any surety issuing a bond under the Contract. The premium for such bonds is included in the Contract Price.

25. **INSURANCE** - During the term of this Agreement, DEVELOPER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. Additionally, all independent subcontractors or agents employed by DEVELOPER to perform any Work hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The DEVELOPER shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the DEVELOPER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the DEVELOPER or by anyone directly employed by or contracting with the DEVELOPER.

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

c. The DEVELOPER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement.

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

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by DEVELOPER upon the Effective Date of this Agreement which satisfies the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional**

named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.

Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance; and with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, DEVELOPER shall require DEVELOPER's insurance carriers to waive all rights of subrogation against OWNER and its engineer, the engineer's consultants, and their respective officers, directors, partners, employees and agents.

Each policy shall contain a cross liability or severability of interest clause or endorsement.

26. **MEDIATION/VENUE** - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for BREVARD County, Florida. The DEVELOPER's surety is bound by this provision.

27. **GOVERNING LAW & VENUE** - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be BREVARD County, Florida. Venue for any federal action or litigation shall be Orlando, Florida. The DEVELOPER's surety is bound by this provision.

28. **ATTORNEY'S FEES** - Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal. This provision does not apply to DEVELOPER's surety.

29. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

30. **WORK IS A PRIVATE UNDERTAKING** - With regard to any and all Work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the OWNER and DEVELOPER is such that the DEVELOPER is an independent DEVELOPER and not an agent of the OWNER. The DEVELOPER, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent DEVELOPER, between the OWNER, on one hand, and the DEVELOPER, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

31. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the DEVELOPER and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of

the OWNER or the DEVELOPER. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the DEVELOPER is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the DEVELOPER shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the DEVELOPER be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by DEVELOPER to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If DEVELOPER fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to DEVELOPER's failure to comply with this Section, the OWNER shall collect from DEVELOPER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against DEVELOPER. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the DEVELOPER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The DEVELOPER acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. DEVELOPER agrees that to the extent any document produced by DEVELOPER under this Agreement constitutes a Public Record; DEVELOPER shall comply with the Florida Public Records Law.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, Carie Shealy, City Clerk's Office, 65 Stone Street, Cocoa, Florida 32922.

32. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. DEVELOPER agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER shall not be liable for any claim or judgment, or portion thereof, to any one person for over 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 three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

33. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

34. **INTEGRATION; MODIFICATION** - The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

35. **WAIVER AND ELECTION OF REMEDIES** - Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future. No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

36. **DRAFTING** - OWNER and DEVELOPER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

37. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For DEVELOPER:

Company Name: Community Housing Initiative, Inc.
Attn: Nicole Tenpenny
Address: PO Box 410522
Melbourne, FL 32941-0522
Phone: 321-253-0053 X11

For OWNER:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, Florida
321-433-8660

Either party may change the notice address by providing the other party with written notice of the change. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier

service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

38. **CONFLICT OF INTEREST**.

a. The DEVELOPER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The DEVELOPER hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the DEVELOPER to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the DEVELOPER hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

39. **ADDITIONAL ASSURANCES**.

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing Work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the OWNER; and

c. No principal (which includes officers, directors, or executive), individual holding a professional license and performing Work under this Agreement, employee or agent has willfully offered an employee or officer of the OWNER any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

40. **E-VERIFY** - Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the DEVELOPER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of the contract without penalty to the City. The DEVELOPER shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services,

any costs due to delay, and rebidding costs, if applicable. If the DEVELOPER utilizes Subcontractors, the following shall apply:

a. DEVELOPER shall also require all Subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. DEVELOPER shall obtain from all such Subcontractors an affidavit stating the Subcontractors does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. DEVELOPER shall provide a copy of all Subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: 6/6/2023

ATTEST:

_____
Carie Shealy, City Clerk

COMMUNITY HOUSING INITIATIVE

Nicole Tenpenny

By: Nicole Tenpenny
Print name/title: Executive Director

Date: June 6, 2023

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 6th day of June, 2023, by Nicole Tenpenny, the Executive Director of Community Housing Initiative, who is personally known to me or who produced _____ as identification and who did take an oath.

CARIE E. SHEALY
Notary Public
State of Florida
Comm# HH144585
Expires 8/30/2025

Carie E. Shealy
(Notary Public Signature)

Carie E. Shealy
(Print Name)
Notary Public, State of Florida
Commission No.: HH144585
My Commission Expires: 8/30/2025

EXHIBIT A

Specifications

The Developer shall be responsible for ensuring that the Project meets all applicable local codes and ordinances upon final payment after completion of work. Developer shall comply with the Florida Building Code. Housing must meet the property standards in §92.251 and accessibility requirements. The Developer shall ensure the homes meet the required 2020 Florida Building Code – Energy Conservation, 7th Ed. for energy efficiency and shall use Energy Star products.

Prepared by:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

Return to:
Monica Arsenault, City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

INTERLOCAL AGREEMENT

(Michael C. Blake Subdivision Construction and Sale of Lots)

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this 11 day of March, 2024 ("**Effective Date**") between the **DIAMOND SQUARE REDEVELOPMENT AGENCY**, a Florida Community Redevelopment Agency ("**Agency**"), and the **CITY OF COCOA**, Florida, a Florida municipal corporation ("**City**").

W I T N E S S E T H:

WHEREAS, the Community Redevelopment Act of 1969 ("Act") authorizes a community redevelopment agency to engage in the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, as discussed in Section 163.340(9), Florida Statutes; in the definition of "community redevelopment"; and

WHEREAS, the Diamond Square Community Redevelopment Plan Updated, dated March 2014, includes "Goal 2" to "Increase Partnerships with Housing Developers" to construct new homes, particularly with not-for-profit housing developers able to build new residential units without a loss, and includes continuing with the Goals of developing and marketing housing opportunities within the Redevelopment Area and effectively utilizing Federal and State housing funds to development affordable housing and provide owner financing ; and

WHEREAS, Section 163.387(6)(c)7., Florida Statutes provides that a community redevelopment agency may budget and appropriate from its tax increment trust fund for the development of affordable housing within the community redevelopment area; and

WHEREAS, the City of Cocoa has contracted with Community Housing Initiative, Inc., a Florida non-profit organization qualified as a "Community Housing Development Organization" (CHDO) as defined by the U.S. Department of Housing and Urban Development (HUD), by that certain contract dated June 6, 2023, ("Construction Agreement") to cause up to five (5) single-family, affordable homes in the Michael C. Blake subdivision located within the Diamond Square Community Redevelopment Area; and

WHEREAS, the Diamond Square Community Redevelopment Area intends to contribute up to $800,000.00 for the construction and costs associated with the sale and development of the five (5) homes to be used as affordable housing opportunities and to fund a portion of the City's financial obligation under the Construction Agreement; and

WHEREAS, the City and Agency have made, and continue to make, significant financial investments and policy decisions to redevelop and enhance the Diamond Square area and this Agreement is in furtherance of those continuing efforts; and

WHEREAS, the City Council and Agency Board hereby find this Agreement serves a public purpose, is consistent with the Act and Comprehensive Plan, the Redevelopment Plan and is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the Agency and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

   2.1 **Approval.** The approval of this Agreement by both the Agency's Board and the City Council of the City of Cocoa.

   2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chairperson of the Agency.

   2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes, and in accordance with the Community Redevelopment Act of 1969 (s. 163.330, Florida Statutes, et. seq.), and Chapter 8, Article III, of the City Code. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **MICHAEL C. BLAKE SUBDIVISION PROJECT.**

   4.1 This Agreement is related to constructing and providing for the sale of five (5) homes as affordable housing in the Michael C. Blake subdivision in the Diamond Square Community Redevelopment Area.

   4.2 The City shall be responsible, as the owner of the property upon which the five homes are currently being constructed, for pursuing and managing the Construction Agreement with Community Housing Initiative, Inc., and shall provide housing and community development services to ensure that the homes will be utilized for affordable housing purposes upon their sale.

4.3 All the privileges and immunities from liability, exemptions from laws, ordinances, and rules and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of any City or Agency officer, agent, or employee when performing their respective functions hereunder shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties under this Agreement.

4.4 Subject to Section 6.11 of this Agreement, each party shall be responsible for the acts, omissions, or conducts of its own appointees/employees.

5. AGENCY CONTRIBUTION OF FUNDS.

5.1 **Construction Agreement.** On June 6, 2023, the City of Cocoa entered into a Construction Agreement with Community Housing Initiative, Inc. for the construction and services related to the marketing and sale of the five (5) affordable housing homes in the Michael C. Blake subdivision. The City of Cocoa agrees to fund its portion of the Construction Agreement costs, including Developer Fees, subject to the Agency's contribution set forth in Section 5.2 of this Agreement.

5.2 **Agency and City Financial Contribution.** The Agency agrees to contribute up to Eight Hundred Thousand Dollars and 00/100 cents ($800,000.00) to fund a portion of the City's financial obligation under the Construction Agreement. The City agrees to fund the total project costs, including construction costs, developer fees, and closing costs of sale, less the Agency's contribution. The Agency's contribution shall be transferred by the City from the Agency's Tax Increment Trust Fund as a lump sum or periodic payment as deemed appropriate by the City Manager to fund the construction progress and expenses associated with the sale of the affordable housing homes.

5.3 Use of Agency Funds by the City. The Agency funds provided under this Agreement shall be used only for payment of actual construction costs incurred by the City under the Construction Agreement to complete the five (5) affordable housing homes, which shall include developer fees, utility connection fees, and expenses related to the sale of the homes, such as realtor fees and closing costs. Inasmuch as the Agency funds are administratively maintained by the City on behalf of the Agency, the City is hereby authorized, upon notice to the Agency, and without penalty, to stop processing or correct any payment that may be made in violation of this Agreement. Furthermore, if the Agency determines that the Agency funds, in whole or in part, were expended for a wrongful purpose, the Agency shall have the right to reimbursement from the City of the wrongfully expended funds.

5.4 **Budget & Appropriations**. The Agency and the City agree to budget and appropriate sufficient funds for purposes of funding the Project authorized in accordance with the terms and conditions of this Agreement.

6. MISCELLANEOUS TERMS AND CONDITIONS.

6.1 Notices. All notices and correspondence shall be (i) hand delivered (with signed acknowledgment of receipt or affidavit of delivery), (ii) delivered by registered or certified mail, return receipt requested, or (iii) delivered by overnight carrier with

signed acknowledgment of receipt. All such notices and correspondence shall be sent to the respective parties, with copies forwarded to their agents or attorneys, at the addresses set forth below or at such other addresses as the parties hereto shall designate to each other in writing.

(a) if to Cocoa: City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8737

(b) if to Agency:
Attn: Agency Manager
65 Stone Street
Cocoa, FL 32922-1750
Telephone: (321) 433-8509

Any notice or demand so given, delivered or made by United States Mail, shall be deemed so given, delivered or made three (3) days after the same is deposited in the United States mail, registered or certified, return receipt requested, addressed as above provided, with postage thereon prepaid. Any such notice, demand or document hand delivered or made by overnight carrier shall be deemed to be given, delivered or made upon delivery (or attempted delivery, if deliver is not accepted) of the same at the address where the same is to be given, delivered or made.

6.2 Time. Time is of the essence of this Agreement and every term and provision of this Agreement.

6.3 Severability. It is further understood and agreed that in the event any provision of this Agreement shall be adjudged, decreed, held, or ruled to be invalid, the parties shall meet to discuss whether the intent and purpose of this Agreement can still be fulfilled and whether the terms and conditions of this Agreement must be renegotiated or the Agreement should be terminated.

6.4 Non-waiver. No covenant, term, condition (or breach thereof), shall be deemed waived, except by written consent of the party against whom the waiver is claimed. A waiver of any covenant, term, or condition (or breach thereof), shall not be deemed to be a waiver of any other covenant, term or condition (or breach thereof).

6.5 Captions. Captions and headings in this Agreement are for convenience only and shall not be relied upon in construing the meaning of this Agreement or any of its provisions.

6.6 Choice of Law; Venue. This Agreement has been made and entered into in the State of Florida, County of Brevard, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder. The parties agree

that venue shall be exclusively in Brevard County, Florida, for all state disputes or actions which arise out of or are based upon this Agreement, and in Orlando, Florida, for all federal disputes or actions which arise out of or are based upon this Agreement.

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

6.8 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

6.10 Liability. Each party to this Agreement shall be responsible for its own actions and omissions, and the actions and omissions of its personnel and contractors, in performing its obligations pursuant to the terms and conditions of this Agreement.

6.11 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the Agency's or the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on either party's potential liability under state or federal law. As such, the Agency and the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the Agency and the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

6.12 Assignment Prohibited; Third Parties. This Agreement shall not be assigned in whole or in part. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Agency and the City, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Agency and the City and not for the benefit of any other party.

6.13 Termination. The City and the Agency may terminate this Agreement by mutual written agreement.

6.14 Claims Surviving Termination. Termination of this Agreement shall release both parties from their obligation to effect and to receive future performance hereunder. However, in addition to provisions of this Agreement that expressly survive the termination of this Agreement, termination of this Agreement does not preclude a claim for breach of this Agreement for non-performance.

6.15 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

ATTEST:

By: _____
Monica Arsenault
City Clerk

Approved by the City Council on: _____

THE DIAMOND SQUARE REDEVELOPMENT AGENCY, a Florida Community Redevelopment Agency

By: Tracy Moore
TRACY MOORE
, Its Chairperson

ATTEST:

By: Ryan J. Browne
RYAN BROWNE
Recording Secretary

Approved by the Agency Board on: 03/11/2024

RESOLUTION NO. 2024-029

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, at a Regular City Council meeting assembled on the 26th day of March, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-066-IF2

SELECT ADJUSTMENT TYPE: INTERFUND TRANSFER | REQUESTING DEPARTMENT #: 001-3200 | DATE PREPARED: 03/05/24

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 325,000	001-0000-381.91-11		INTERFUND TRANSFER FROM 111	$ 0	$ 0	$ 325,000	$ 0
$ 475,000	001-0000-381.91-11		INTERFUND TRANSFER FROM 111	$ 0	$ 0	$ 475,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 800,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 325,000	001-3200-515.62-00	CS21MB	CS BUILDINGS	$ 0	$ 0	$ 325,000	$ 0
$ 475,000	001-3200-515.62-00	CS21MB	CS BUILDINGS	$ 0	$ 0	$ 475,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 800,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Per the Inter local agreement between the DSCRA and the City, the CRA is allocating additional funds to the Michael C. Blake subdivision for the construction and moving it to the GF by Inter fund Transfer. March 26, 2024 Agenda 24-150

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/26/24 RESOLUTION #: 2024-029

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

3/5/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.03.05 15:57:01 -05'00'		Dave Radford — Digitally signed by Dave Radford Date: 2024.03.06 10:22:18 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/5/24	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2024.03.05 15:57:41 -05'00'		Lora Howell — Digitally signed by Lora Howell Date: 2024.03.18 13:05:46 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2024 - 24-070-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: CS | DATE PREPARED: 03/20/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 21,631)	001-3200-515.31-00		Professional Services	$ 0	$ 0	($ 21,631)	$ 0
($ 71,020)	001-1600-513.39-00	ABFP22	Contingency (AFB-Afordable Housing)	$ 0	$ 0	($ 71,020)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 92,651)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 21,631	001-3200-515.62-00	CS21MB	Buildings	$ 0	$ 0	$ 21,631	$ 0
$ 71,020	001-3200-515.62-00	AFBP22	Buildings (AFB - Afordable Housing)	$ 0	$ 0	$ 71,020	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 92,651	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is to transfer funds from within Community Services as well as the use of Assigned Fund Balance - Affordable Housing (22) for the shortfall of the MCB Subdivision Project. Agenda 24-150.

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 03/26/24 RESOLUTION #: 2024-029

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

3/21/24 Lora Howell Digitally signed by Lora Howell Date: 2024.03.21 09:18:06 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.03.21 11:46:37 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
3/21/24 Charlene Neuterman Digitally signed by Charlene Neuterman Date: 2024.03.21 09:33:39 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.03.21 09:18:26 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 8/3/23 - IT

Michael C. Blake Subdivsion
Construction Cost Estimate

Budget Calculation
for 5 Homes @ Michael C. Blake Subdivision
Per Construciton Agreement between the City of Cocoa and the Community Housing Initiative
Dated 6/6/23

Home Address **Costs to Build/Sell Home:**

Home Address			Total Cost to Build/Sell 5 Homes		HUD Max Sale Price	Cost vs Sale Price	Appraised Value	Cost vs What Could Sell For	Total HO Equity Without FTH
713 Stone St.	**Home #1**								
		Construction	$ 287,469.25						
		***Associated costs	$ 57,730.00						
		Total	**$ 345,199.25**	**Sale Price**	**$ 269,000.00**	$ (76,199.25)	$ 320,000.00	$ (25,199.25)	$ (101,398.50)
709 Stone St.	**Home #2**	Construction	$ 267,099.77						
		***Associated costs	$ 57,730.00						
		Total	**$ 324,829.77**	**Sale Price**	**$ 269,000.00**	$ (55,829.77)	$ 310,000.00	$ (14,829.77)	$ (70,659.54)
705 Stone St.	**Home #3**	Construction	$ 269,693.87						
		***Associated costs	$ 57,730.00						
		Total	**$ 327,423.87**	**Sale Price**	**$ 269,000.00**	$ (58,423.87)	$ 310,000.00	$ (17,423.87)	$ (75,847.74)
309 Valencia	**Home #4**	Construction	$ 267,101.79						
		***Associated costs	$ 57,730.00						
		Total	**$ 324,831.79**	**Sale Price**	**$ 269,000.00**	$ (55,831.79)	$ 310,000.00	$ (14,831.79)	$ (70,663.58)
310 Mango	**Home #5**	Construction	$ 286,789.25						
		***Associated costs	$ 57,730.00						
		Total	**$ 344,519.25**	**Sale Price**	**$ 269,000.00**	$ (75,519.25)	$ 320,000.00	$ (24,519.25)	$ (100,038.50)
		Total	**$ (1,666,803.93)**		**$ (1,345,000.00)**	**$ (321,803.93)**	**$ 1,570,000.00**	**$ (96,803.93)**	**$ (418,607.86)**

***Associated Costs include closing costs, developer fee

Funding Sources FY24:

General Fund	$	716,789.00	General Fund Contribution	
Diamond Square CRA	$	475,000.00	Transfer from DSCRA	BAF 24-066
Total amount budgeted	$	1,191,789.00		
Deficit in Construction funding	$	(475,014.93)		

Funding Resources to Make Up Deficit:

Additional amount (not to exceed) from DSCRA	$	325,000.00	Transfer from DSCRA	BAF 24-066
HOME CHDO Funds	$	24,153.00	FY 2024 HOME budget	BAF 24-068
Affordable Housing GF $	$	21,631.00	FY24 GF budget 001-3200-515.31-00	BAF 24-070
Refund of City Impact Fees	$	33,211.00	Goes back to GF (paid out of $750K budget)	Agenda 24-160
Net	**$**	**(71,019.93)**	GF AFB for Affordable Housing	BAF 24-070

Down Payment Assistance		
HOME Funds	$200,000	Approximately $35,000 allowed per HOME guidelines plus CHI fees
DSCRA Funds	$150,000	Approximately $25,000 for each home - plus CHI fees

Legislation Details (With Text)

File #:	24-160	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/20/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Request Council approval of a waiver of Utility Impact Fees for the affordable housing construction in the Michael C. Blake Subdivision. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	713 Stone St Cost Estimate.pdf 709 Stone St Cost Estimate.pdf 705 Stone St Cost Estimate.pdf 309 Valencia Ave Cost Estimate.pdf 309 Valencia Ave Cost Estimate.pdf FS163.31801.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: 3/20/2024.
Agenda Date: 3/26/2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Request Council approval of a waiver of Utility Impact Fees for the affordable housing construction in the Michael C. Blake Subdivision.

BACKGROUND:

As part of the construction of the five new homes in the Michael C. Blake Subdivision, the installation of new water utilities is necessary, resulting in the imposition of impact fees. The city is installing the infrastructure and meters for each home at a total cost of $33,210.78

Under Florida Statute, Section 163.31801 (11), the City is permitted to provide an exception or waiver for an impact fee for the development/construction of housing that is affordable, as defined in Florida Statute 420.9071. Under FS 163.31801(11), the City is not required to use any revenues to offset the impact of the expenses. They are required to report the waiver granted in their annual financial statements.

Staff is requesting approval of a waiver of Utility Impact Fees for the purpose of constructing affordable housing (5 homes) in the Michael C. Blake Subdivision. Upon approval, the fees paid for

the impact fees will be reclassified back to the construction account for the project.

PRIORITY AREA CONNECTION:

Economic and Community Development.

BUDGETARY IMPACT:

.Yes

The City has already paid the impact fees out of General Fund using the existing budget for the Mocael C. Blake subdivision of $750,000. If the waiver is approved, the project will be reimbursed $33,210.78 within account 001-3200-515.34-00, project CS21MB, by way of an RDP.

PREVIOUS ACTION:

Council approved the construction of affordable housing in the Michael C. Blake Subdivision.

RECOMMENDED MOTION:

Request Council approval of a waiver of Utility Impact Fees for the affordable housing construction in the Michael C. Blake Subdivision.

CITY OF COCOA
UTILITIES DEPARTMENT
UTILITY CONNECTION COST ESTIMATE

Application #

DATE: 01/11/24

****COST IS SUBJECT TO CHANGE WITHOUT NOTICE****

FEES VALID FOR 45 DAYS

CUSTOMER INFORMATION

Customer Name: CITY OF COCOA
Customer Phone #:
Customer Email:

PROPERTY INFORMATION

Service Address: 713 Stone Street (Tax ID 3019574)
City and Zip Code: COCOA
Subdivision/ Project No.: Michael C Blake

Parcel ID:	TWP	RNG	SEC	PAR	BLK	LOT
	24	36	32	7	*	20

Taxing District: Inside ____ Outside X

MISC. NOTES/ LOT INFO

sewer lateral existing

the owner will need to have a licensed contractor tie into the sewer lateral. Once they are ready to have the existing lateral located please have them call Greg Torbert at 321-433-8668

SEE SECOND PAGE FOR MORE INFO

Qty		Cost	Type/Size	Connection Description	General Ledger Acct. #	Code	Total Cost
1	X	$450.00	3/4"	Meter Install/Replacement	421-0000-343.33-00	WC	$ 450.00
1	X	$1,300.00	3/4" L	Service Line	421-0000-343.33-00	SL	$ 1,300.00
1	X	$125.00	DUAL	BackFlow Prevention Assembly	421-0000-343.33-00	BF	$ 125.00
	X			Open Cut	421-0000-343.33-00	W2	$ -
	X			Relocate Meter	421-0000-343.33-00	RL	$ -
	X			CC #129A/So Mainland	425-0000-389.83-82	CC	$ -
	X			CC #129B/Viera Prop	425-0000-389.83-83	CB	$ -
1	X	$1,450.00		SW Force Main/Offsite Imp.	425-0000-389.83-81	LS	$ 1,450.00
	X			Titusville Sewer Connection	421-0000-208.06-03	TV	$ -
	X			Jumper Meter	421-0000-343.39-08	JM	$ -
	X			Fire Hydrant Paint/Maintenance	421-0000-369-90-00	HY	$ -
	X			Fire Line Painting	421-0000-369-90-00	FL	$ -
	X			Meter Station Painting	421-0000-369-90-00	PA	$ -
	X		Cocoa	B.C. App/Permit	421-0000-208.04-00	BC	$ -
1	X	$1,300.00	1 ERC	WA Impact Residential	422-0000-324.02-01	WY1	$ 1,300.00
1	X	$1,719.00	1 ERC	SW Impact Residential	422-0000-324.02-11	SY1	$ 1,719.00
	X						$ -
	X						$ -
	X			Fireline 1st Year Fee			$ -
1	X	$301.00	Reclaim	OTHER:Reclaim Conn Charge			$ 301.00
	X			OTHER:		SL	$ -
SERVICE INITIATION CHARGES AND DEPOSITS					**SUBTOTAL**		$ 6,645.00
1	X	$45.00	AD	SERVICE INITIATION FEE			$ 45.00
1	X	$60.00	WA	DEPOSIT RECEIPT			$ 60.00
1	X	$100.00	SW	DEPOSIT RECEIPT			$ 100.00
						TOTAL	**$ 6,850.00**

CUSTOMER SERVICE USE ONLY

Process Date: ____ **Payment Type:** Check # ____ CC ____ Processor: ____

Cycle/Route	Property Address	Subdivision	BLK	LOT	Account #

CONTRACTOR/OWNER
UTILITY SERVICE INSTALLATION EXPECTATIONS

FEES ARE ADOPTED BY CITY COUNCIL AND MAY BE ADJUSTED AS REQUIRED BASED ON CURRENT FEES.
THE FEES ON THIS FORM WILL BE VALID FOR 45 CALENDAR DAYS AND EVALUATED AT TIME OF PAYMENT.
Fees are reviewed annually and are subject to change

Fees:
Fees are outlined in the Utilities Handbook Schedule B: Miscellaneous Rates, Fees & Charges and can be found at the following link: https://www.cocoafl.gov/1547/Schedule-B-Miscellaneous-Rates-Fees-Char. Rates are adopted by council and may be subject to change.

Impact Fees:
Water Impact Fees are reduced if the property is connected to reclaim water, per Chapter 22 of the City Ordinance and the Utilities Handbook. This reduction applies to Single Family Homes **Only.** The Owner/Builder is responsible to provide proof of connection to a reclaim system at the time of payment to receive the reduction. No adjustments will be made on prior Impact Fee payments.

Estimated Costs:
Estimated costs include items like Permit Application costs and costs associated with the type of construction method needed ((i.e. Open Cut, Asphalt Mill/Resurface, etc.). These will vary based on site conditions that may be unknown at the time this cost estimate form is completed. Once the costs on this estimate form have been paid and the property survey has been submitted, the Engineering Section will start on a thorough review of the property and the permit package. Revision or Additional costs may be required to be paid based on the Site Conditions. The owner will be contacted if this is determined and a revised cost estimate form will be completed.

Note/Lot Info:
Owner is required to submit a property survey with preferred meter location marked with an "X" to the Utilities Engineering Division. These can be dropped off at 351 Shearer Blvd Cocoa FL 32922 or emailed to utildevelopment@cocoafl.gov. This has to be submitted before the permit package can be created.

APPLYING FOR WATER SERVICE AND/OR PAYING FOR METER INSTALLATION:

If you are not a current customer or have never had water service with the City of Cocoa, an application is required. Please contact Customer Service at 321-433-8400 or via email at customerservice@cocoafl.gov and obtain a Request for New Service application.

Please submit Application, Proof of Ownership, Valid Photo Id and the Utility Connection Cost Estimate Form with Payment.

Payments including all required documents, may be sent by mail or delivered in person to Utility Customer Service Division, 65 Stone Street, Cocoa, Florida 32922.

Utility Connection Cost Payments are processed in the order they are received. **Please allow a minimum of 3 business days for payment processing.** We are unable to accommodate same day requests.

We accept the following methods of payment: Check/Money Order and Credit Card Payments (Visa, MC, Discover, American Express). **No cash payments will be accepted**.

Credit Card Payments are processed by a third-party processor. A Convenience fee will apply. (For payments up to $300.00 there is a flat fee of $2.99. For payments between $301.00 and $5,000.00, a 2.65% fee applies. One Transaction per every $5,000.00, fee applies for each transaction.

To make a payment by credit card, please call 321-433-8402.

TURN AROUND TIME & WHAT TO EXPECT AFTER PAYMENT HAS BEEN MADE

Please allow 8 to 12 weeks for meter installation from the date the payment is processed and Survey is received.

To check on the status of your install, please call Engineering at 321-433-8700. Installation could be delayed due to unforeseen permitting requirements or site conditions.

Once meter is set, owner is responsible to connect their service line to the meter.

CITY OF COCOA
UTILITIES DEPARTMENT
UTILITY CONNECTION COST ESTIMATE

Application #

DATE: 01/11/24

****COST IS SUBJECT TO CHANGE WITHOUT NOTICE****

FEES VALID FOR 45 DAYS

CUSTOMER INFORMATION

Customer Name: CITY OF COCOA
Customer Phone #:
Customer Email:

PROPERTY INFORMATION

Service Address: 709 Stone Street (Tax ID 3019575)

City and Zip Code: COCOA

Subdivision/ Project No.: Michael C Blake

Parcel ID:

TWP	RNG	SEC	PAR	BLK	LOT
24	36	32	7	*	20

Taxing District: Inside ____ Outside X

MISC. NOTES/ LOT INFO

the owner will need to have a licensed contractor tie into the sewer lateral. Once they are ready to have the existing lateral installed please have them call Greg Torbert at 321-433-8668

SEE SECOND PAGE FOR MORE INFO

Qty		Cost	Type/Size	Connection Description	General Ledger Acct. #	Code	Total Cost
1	X	$450.00	3/4"	Meter Install/Replacement	421-0000-343.33-00	WC	$ 450.00
1	X	$1,300.00	3/4" L	Service Line	421-0000-343.33-00	SL	$ 1,300.00
1	X	$125.00	DUAL	BackFlow Prevention Assembly	421-0000-343.33-00	BF	$ 125.00
	X			Open Cut	421-0000-343.33-00	W2	$ -
	X			Relocate Meter	421-0000-343.33-00	RL	$ -
	X			CC #129A/So Mainland	425-0000-389.83-82	CC	$ -
	X			CC #129B/Viera Prop	425-0000-389.83-83	CB	$ -
1	X	$1,450.00		SW Force Main/Offsite Imp.	425-0000-389.83-81	LS	$ 1,450.00
	X			Titusville Sewer Connection	421-0000-208.06-03	TV	$ -
	X			Jumper Meter	421-0000-343.39-08	JM	$ -
	X			Fire Hydrant Paint/Maintenance	421-0000-369-90-00	HY	$ -
	X			Fire Line Painting	421-0000-369-90-00	FL	$ -
	X			Meter Station Painting	421-0000-369-90-00	PA	$ -
	X		Cocoa	B.C. App/Permit	421-0000-208.04-00	BC	$ -
1	X	$1,300.00	1 ERC	WA Impact Residential	422-0000-324.02-01	WY1	$ 1,300.00
1	X	$1,719.00	1 ERC	SW Impact Residential	422-0000-324.02-11	SY1	$ 1,719.00
	X						$ -
	X						$ -
	X			Fireline 1st Year Fee			$ -
1	X	$301.00	Reclaim	OTHER:Reclaim Conn Charge			$ 301.00
1	X	$570.39	lateral	OTHER: sewer lateral install	421-0000-343.33-00	SL	$ 570.39
SERVICE INITIATION CHARGES AND DEPOSITS					**SUBTOTAL**		$ 7,215.39
1	X	$45.00	AD	SERVICE INITIATION FEE			$ 45.00
1	X	$60.00	WA	DEPOSIT RECEIPT			$ 60.00
1	X	$100.00	SW	DEPOSIT RECEIPT			$ 100.00
						TOTAL	**$ 7,420.39**

CUSTOMER SERVICE USE ONLY

Process Date: ____ **Payment Type:** Check # ____ CC ____ Processor: ____

Cycle/Route	Property Address	Subdivision	BLK	LOT	Account #

CONTRACTOR/OWNER
UTILITY SERVICE INSTALLATION EXPECTATIONS

FEES ARE ADOPTED BY CITY COUNCIL AND MAY BE ADJUSTED AS REQUIRED BASED ON CURRENT FEES.
THE FEES ON THIS FORM WILL BE VALID FOR 45 CALENDAR DAYS AND EVALUATED AT TIME OF PAYMENT.
Fees are reviewed annually and are subject to change

Fees:
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Impact Fees:
Water Impact Fees are reduced if the property is connected to reclaim water, per Chapter 22 of the City Ordinance and the Utilities Handbook. This reduction applies to Single Family Homes **Only.** The Owner/Builder is responsible to provide proof of connection to a reclaim system at the time of payment to receive the reduction. No adjustments will be made on prior Impact Fee payments.

Estimated Costs:
Estimated costs include items like Permit Application costs and costs associated with the type of construction method needed ((i.e. Open Cut, Asphalt Mill/Resurface, etc.). These will vary based on site conditions that may be unknown at the time this cost estimate form is completed. Once the costs on this estimate form have been paid and the property survey has been submitted, the Engineering Section will start on a thorough review of the property and the permit package. Revision or Additional costs may be required to be paid based on the Site Conditions. The owner will be contacted if this is determined and a revised cost estimate form will be completed.

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Owner is required to submit a property survey with preferred meter location marked with an "X" to the Utilities Engineering Division. These can be dropped off at 351 Shearer Blvd Cocoa FL 32922 or emailed to utildevelopment@cocoafl.gov. This has to be submitted before the permit package can be created.

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CITY OF COCOA
UTILITIES DEPARTMENT
UTILITY CONNECTION COST ESTIMATE

Application #

DATE: 01/11/24

****COST IS SUBJECT TO CHANGE WITHOUT NOTICE****

FEES VALID FOR 45 DAYS

CUSTOMER INFORMATION

Customer Name: CITY OF COCOA
Customer Phone #:
Customer Email:

PROPERTY INFORMATION

Service Address: 705 Stone Street (Tax ID 3019576)
City and Zip Code: COCOA
Subdivision/ Project No.: Michael C Blake

Parcel ID:

TWP	RNG	SEC	PAR	BLK	LOT
24	36	32	7	*	20

Taxing District: Inside ____ Outside X

MISC. NOTES/ LOT INFO

sewer lateral is existing

the owner will need to have a licensed contractor tie into the sewer lateral. Once they are ready to have the existing lateral located please have them call Greg Torbert at 321-433-8668

SEE SECOND PAGE FOR MORE INFO

Qty		Cost	Type/Size	Connection Description	General Ledger Acct. #	Code	Total Cost
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	X			Open Cut	421-0000-343.33-00	W2	$ -
	X			Relocate Meter	421-0000-343.33-00	RL	$ -
	X			CC #129A/So Mainland	425-0000-389.83-82	CC	$ -
	X			CC #129B/Viera Prop	425-0000-389.83-83	CB	$ -
1	X	$1,450.00		SW Force Main/Offsite Imp.	425-0000-389.83-81	LS	$ 1,450.00
	X			Titusville Sewer Connection	421-0000-208.06-03	TV	$ -
	X			Jumper Meter	421-0000-343.39-08	JM	$ -
	X			Fire Hydrant Paint/Maintenance	421-0000-369-90-00	HY	$ -
	X			Fire Line Painting	421-0000-369-90-00	FL	$ -
	X			Meter Station Painting	421-0000-369-90-00	PA	$ -
	X		Cocoa	B.C. App/Permit	421-0000-208.04-00	BC	$ -
1	X	$1,300.00	1 ERC	WA Impact Residential	422-0000-324.02-01	WY1	$ 1,300.00
1	X	$1,719.00	1 ERC	SW Impact Residential	422-0000-324.02-11	SY1	$ 1,719.00
	X						$ -
	X						$ -
	X			Fireline 1st Year Fee			$ -
1	X	$301.00	Reclaim	OTHER:Reclaim Conn Charge			$ 301.00
	X			OTHER:		SL	$ -
SERVICE INITIATION CHARGES AND DEPOSITS					**SUBTOTAL**		$ 6,185.00
1	X	$45.00	AD	SERVICE INITIATION FEE			$ 45.00
1	X	$60.00	WA	DEPOSIT RECEIPT			$ 60.00
1	X	$100.00	SW	DEPOSIT RECEIPT			$ 100.00
						TOTAL	**$ 6,390.00**

CUSTOMER SERVICE USE ONLY

Process Date: ____ **Payment Type:** Check # ____ CC ____ Processor: ____

Cycle/Route	Property Address	Subdivision	BLK	LOT	Account #

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Estimated Costs:
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CITY OF COCOA
UTILITIES DEPARTMENT
UTILITY CONNECTION COST ESTIMATE

Application #

DATE: 01/11/24

****COST IS SUBJECT TO CHANGE WITHOUT NOTICE****

FEES VALID FOR 45 DAYS

CUSTOMER INFORMATION

Customer Name: CITY OF COCOA
Customer Phone #:
Customer Email:

PROPERTY INFORMATION

Service Address: 309 Valencia Avenue (Tax ID 3019564)

City and Zip Code: COCOA

Subdivision/ Project No.: Michael C Blake

Parcel ID:

TWP	RNG	SEC	PAR	BLK	LOT
24	36	32	7	*	8

Taxing District: Inside ____ Outside X

MISC. NOTES/ LOT INFO

the owner will need to have a licensed contractor tie into the sewer lateral. Once they are ready to have the existing lateral located please have them call Greg Torbert at 321-433-8668

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Qty		Cost	Type/Size	Connection Description	General Ledger Acct. #	Code	Total Cost
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	X			Jumper Meter	421-0000-343.39-08	JM	$ -
	X			Fire Hydrant Paint/Maintenance	421-0000-369-90-00	HY	$ -
	X			Fire Line Painting	421-0000-369-90-00	FL	$ -
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	X						$ -
	X						$ -
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1	X	$301.00	Reclaim	OTHER: Reclaim Conn Charge			$ 301.00
	X			OTHER:		SL	$ -
SERVICE INITIATION CHARGES AND DEPOSITS					**SUBTOTAL**		$ 6,185.00
1	X	$45.00	AD	SERVICE INITIATION FEE			$ 45.00
1	X	$60.00	WA	DEPOSIT RECEIPT			$ 60.00
1	X	$100.00	SW	DEPOSIT RECEIPT			$ 100.00
						TOTAL	**$ 6,390.00**

CUSTOMER SERVICE USE ONLY

Process Date: ____ **Payment Type:** Check # ____ CC ____ Processor: ____

Cycle/Route	Property Address	Subdivision	BLK	LOT	Account #

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CITY OF COCOA
UTILITIES DEPARTMENT
UTILITY CONNECTION COST ESTIMATE

Application #

DATE: 01/11/24

****COST IS SUBJECT TO CHANGE WITHOUT NOTICE****

FEES VALID FOR 45 DAYS

CUSTOMER INFORMATION

Customer Name: CITY OF COCOA
Customer Phone #:
Customer Email:

PROPERTY INFORMATION

Service Address: 309 Valencia Avenue (Tax ID 3019564)

City and Zip Code: COCOA

Subdivision/ Project No.: Michael C Blake

Parcel ID:

TWP	RNG	SEC	PAR	BLK	LOT
24	36	32	7	*	8

Taxing District: Inside ____ Outside X

MISC. NOTES/ LOT INFO

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SERVICE INITIATION CHARGES AND DEPOSITS					**SUBTOTAL**		$ 6,185.00
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CUSTOMER SERVICE USE ONLY

Process Date: ____ **Payment Type:** Check # ____ CC ____ Processor: ____

Cycle/Route	Property Address	Subdivision	BLK	LOT	Account #

CONTRACTOR/OWNER
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163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on the most recent and localized data.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e)

by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

Legislation Details (With Text)

File #:	24-151	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	3/5/2024		**In control:**	City Council	
On agenda:	3/26/2024		**Final action:**		
Title:	Approve Resolution #2024-030 establishing the Vacant Property Registration Fee for Foreclosed Vacant Properties within the City of Cocoa. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 24-030 Vacant Property Registration Fee.pdf Registration Form for Abandoned Residential Property fillable (1).pdf ARTICLE_VII.___REGISTRATION_AND_MAINTENANCE_OF_PROPERTIES_IN_FORECLOSURE.				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: 3/5/2024.
Agenda Date: 3/26/2024.
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution #2024-030 establishing the Vacant Property Registration Fee for Foreclosed Vacant Properties within the City of Cocoa.

BACKGROUND:

In 2010, Council passed Ordinance 20-2009, establishing the Registration and Maintenance of Properties in Foreclosure as a mechanism to protect Cocoa neighborhoods from becoming blighted through lack of maintenance and security. A part of this Ordinance required that a mortgagee who holds a mortgage on real property within the City shall, within ten (10) days of default, shall register the property with the City. The City utilized an outside firm at that time that managed and maintained the list of registered properties for the City of Cocoa (Prochamps). Section 6-2022 of the City Code established registration requirements that the third party servicer followed. In 2023, Prochamps went out of business and ceased registration of foreclosed properties.

As a result, the City will take this responsibility over and register the properties under foreclosure. The City will follow the requirements of City Code Section 6-2022, establishing a registration form that will be sent to Code Enforcement. A registration fee of $200 is being established on this agenda item also pursuant to City Code Section 6-2023. Code Enforcement will maintain this list of foreclosed properties and monitor/enforce the requirements set forth by the code. The registration form will be placed on the City's website under Code Enforcement where mortgagees will download

the form, complete it and mail the form back to the City with payment.

Staff is requesting Council establish this fee through Resolution #2024-030 to be paid to the City of Cocoa through Code Enforcement and budgeted in the Code Enforcement Revenue for the purposes of managing this program.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution #2024-030 establishing the Vacant Property Registration Fee for Foreclosed Vacant Properties within the City of Cocoa.

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RESOLUTION NO. 2024-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ESTABLISHING THE VACANT PROPERTY REGISTRATION FEE FOR FORECLOSED VACANT PROPERTIES; PROVIDING FOR THE REPEAL OF PRIOR, INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City Council may establish a schedule of reasonable fees in order to defer the costs of enforcement and registration of foreclosed vacant properties in Cocoa; and

WHEREAS, the City Council previously adopted Ordinance 20-2009, which set forth the City's purpose and intent in registering and enforcement foreclosed vacant properties; and

WHEREAS, the City Council deems this Resolution to be in the best interest of the health, safety and welfare of the citizens of the City of Cocoa.

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

SECTION 1. Recitals. The above recitals are hereby deemed true and correct and by this reference are adopted by the City of Cocoa as though fully set forth herein.

SECTION 2. Adoption of Fee Schedule. Pursuant to its authority set forth in Article VII, Section 6-2020 City Code of Ordinances, the City Council of the City of Cocoa hereby adopts the fee schedule set forth in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference.

SECTION 3. Repeal of Prior Inconsistent Resolutions. Any other prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

SECTION 4. 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 5. Effective Date. This resolution shall become effective _____ upon adoption by the City Council of the City of Cocoa.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular City Council Meeting assembled on the 26th day of March, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Registration Form for Abandoned Residential Property
Code Enforcement Division

Please fill out the information requested below and deliver this form with payment to:
City of Cocoa, 65 Stone Street, Cocoa, FL 32922 (Attention: Finance)

☐TYPE OF REGISTRATION: NEW ☐ RENEWAL ☐ DE-REGISTER☐

OCCUPIED ☐ VACANT ☐ EVIDENCE OF VACANCY ☐

ABANDONED RESIDENTIAL PROPERTY INFORMATION:

Registered Residence Address:	Click or tap here to enter text.
Cocoa FL Zip Code:	Click or tap here to enter text.
Date Property Inspected:	Click or tap here to enter text.

LENDER/LIENHOLDER INFORMATION:

Lender/Lienholder:	Click or tap here to enter text.
Contact Name:	Click or tap here to enter text.
Mailing Address:	Click or tap here to enter text.
Physical Address (If Above is PO BOX):	Click or tap here to enter text.

LOCAL INDIVIDUAL OR PROPERTY MANAGEMENT INFORMATION:

Property Manager:	Click or tap here to enter text.
Contact Name:	Click or tap here to enter text.
Local Mailing Address (No PO Box):	Click or tap here to enter text.
Local (24 Hour) Phone Number:	Click or tap here to enter text.
Email:	Click or tap here to enter text.

REGISTRATION FEE:

$200.00 per residence, if paying for multiple addresses with one check please make sure to attach the registration form for each property with payment. Please make checks payable to: City of Cocoa.

Print Name	Click or tap here to enter text.
Signature	
Date	Click or tap here to enter text.

ARTICLE VII. REGISTRATION AND MAINTENANCE OF PROPERTIES IN FORECLOSURE

Sec. 6-2020. Purpose and intent.

Vacant buildings and real property under foreclosure are a major source of blight in commercial and residential neighborhoods, especially when the owner or mortgagee fails to properly maintain said buildings and property. Vacant buildings and real property under foreclosure can also have a negative impact on the local economy. In many cases, real property under foreclosure often suffers from lack of maintenance and becomes neglected during the time it takes a mortgagee to complete the foreclosure process and secure the property. Such blight and negative conditions are hereby declared a public nuisance. It is the purpose and intent of this article to establish registration and maintenance requirements for vacant properties and properties under foreclosure as a mechanism to protect neighborhoods from becoming blighted and nuisances through lack of adequate maintenance and security.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2021. Definitions.

In construing the provisions of this article, the following definitions shall apply:

Building means any structure approved for occupancy by the City.

Default means the mortgagee files a foreclosure action in a court of law or records a lis pendens.

Evidence of vacancy means any real property condition that independently, or in the context of the totality of the circumstances relevant to the real property, would lead a reasonable person to believe that the real property is vacant. Such conditions may include, but not be limited to, lack of human occupancy of any building for a long period of time, overgrown or dead vegetation; electricity and other utilities turned off; stagnant swimming pool; accumulation of trash or debris; the absence of window coverings such as curtains, blinds, or shutters; the absence of furnishings or personal items consistent with habitation or occupancy of a building; statements by neighbors, delivery or government agents.

Foreclosed property means real property that is in default.

Owner of record means the person or entity holding recorded title to the real property in question as reflected in the Official Records of Brevard County Florida.

Secure manner shall include, but not be limited to, the closure and locking of all windows, doors, gates, garages, and other openings that may allow access to the interior of any building or structure on the real property. In the case of broken windows or doors, securing shall mean replacing the window or door. Temporary boarding of openings may be allowed pending repairs to the extent required by the Police Chief to address public safety and emergency situations.

Vacant means any building that is not lawfully occupied by human beings or inhabited based on the evidence of vacancy.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2022. Registration requirements.

(a) Any mortgagee who holds a mortgage on real property located within the City shall, within ten (10) days of default by the mortgagor of the real property that is the security for the mortgage, register the property with the City. Registration shall be on a form provided by the City and shall include the following minimum information:

(1) The mortgagee's name, direct mailing address, e-mail address, contact person, and telephone number;

(2) The address and parcel identification number of the real property that is being foreclosed upon by mortgagee;

(3) Whether the property is vacant or occupied during the default period;

(4) If the real property is, or becomes, vacant, the name, street address, e-mail address, and telephone number of the local property manager that will work on the mortgagee's behalf to inspect, maintain, and secure the real property. The local property manager's current street address and land line telephone number shall be within one of the following central Florida counties: Brevard, Indian River, Orange, Osceola, Seminole, or Volusia; and

(5) If a foreclosure complaint involving the real property has been filed in circuit court, or the real property is subject to a bankruptcy proceeding, the style of the case including, court name, case number, and parties.

(6) Provide express authorization for City employees to enter upon the exterior of the property in the event the property becomes vacant for the purpose of ensuring compliance with this article.

(b) At the City's discretion, registration required by this section shall be made on a paper form or electronically. If the City chooses electronic registration, the City may retain the services of a third party to handle the registration requirements, provided the information obtained pursuant to this section is made readily available to the City and accessible pursuant to the public records laws of Florida.

(c) Any person or other legal entity that has registered a property under this section shall be required to report any change of information contained in the registration within ten (10) days of the change.

(d) In the event there are several mortgagees with mortgages on the property, the registration, inspection, maintenance, and security requirements imposed by this article shall apply to the mortgagee with the most superior mortgage that has declared the mortgage in default unless the several mortgagees notified the City to the contrary in writing. However, nothing herein shall prevent inferior mortgagees from voluntarily complying with this ordinance after a primary mortgagee registers hereunder.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2023. Registration fees.

The City Council shall establish, by resolution, fees for the registration and re-registration requirements required by this article. Said fees shall be based on the reasonable estimated cost of administering the provisions of this article and shall be due and payable at the time of registration or re-registration. The fee scheduled may be based on the size and type of property being registered.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2024. Mortgagee inspection requirements.

If the foreclosed property becomes vacant at any time, the mortgagee shall initiate and maintain on-site inspections of the property at least once every thirty (30) days to verify compliance with this article. Said inspections shall continue until such time as the default is cured, or the mortgagee completes the foreclosure process and the property is sold to a third party either directly by the mortgagee or foreclosure sale. Once the property is sold, the mortgagee shall provide the City written proof of the sale in order to be relieved of the requirements of this article.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2025. Maintenance requirements.

The following maintenance requirements shall apply to properties subject to this article:

(a) The property shall be kept free of excessive weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (excluding those required by federal, state, or local law), discarded personal items such as furniture, clothing, appliances, printed materials or any other items that give the appearance that the property is abandoned or not being properly maintained.

(b) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

(c) Yards on developed property shall be regularly landscaped and maintained in good condition pursuant to the property maintenance standards set forth in the City Code. At a minimum, landscaping on developed property shall include, but be limited to, grass, ground covers, bushes, shrubs, hedges, mulch, or similar plantings which are appropriately designed for residential, commercial, or industrial installation as applicable. Maintenance on developed property shall include, but not be limited to, watering, irrigation, cutting and mowing of required landscape and removal of all trimmings. Undeveloped property that has been cleared shall be maintained in good condition free of excessive weeds, debris, and junk pursuant to the property maintenance standards set forth in the City Code. Property in a natural condition shall be maintained in its natural condition free and clear of debris and junk.

(d) Pools and spas shall be regularly kept in working order so that pool and spa water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the City Code and Florida Building Code.

(e) Outdoor play equipment, furnishings, or other accessory structures shall be properly maintained and secured so as not to be accessible to unauthorized persons or not to create an attractive nuisance or safety hazard.

(f) The property shall be regularly monitored for indications of criminal activity on the premises such as use and sale of controlled substances, prostitution, and criminal street gang activity. Any indication of criminal activity shall be reported to the City Police Department at such time it becomes reasonably known.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2026. Security requirements.

(a) Buildings and structures subject to this article, and property subject to this article which is required to be enclosed or secured in accordance with law, shall be maintained in a secure manner at all times so as not to be accessible to unauthorized persons.

(b) If a foreclosed property becomes vacant, the mortgagee shall perform, or designate a local property manager to perform on the mortgagee's behalf, on-site inspections of the foreclosed property to verify compliance with the requirements of this article, and any other applicable laws. Said inspections shall occur a minimum of once every thirty (30) calendar days unless the Code Enforcement Administrator or Police Chief determine, in writing, that more frequent inspections are required to ensure compliance with this article or to prevent a decline of the property, a public or attractive nuisance, or a blight on the surrounding neighborhood. At the written request of the City prior to any inspection required by this article, the person performing the inspection shall be required to schedule the inspection with the City for a date and time certain so that a City Code or Law Enforcement Officer can meet the person on-site in order to address any compliance issues under this article.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2027. Additional authority of Code Enforcement and Police Chief; immunity.

(a) The Code Enforcement Administrator or Police Chief shall have the authority to require the mortgagee and/or owner of record affected by this section to implement additional maintenance and/or security measures including, but not limited to, securing, or repairing of any and all doors, windows, or other openings, chaining or pad locking gates, repairing fences and gates, or other measure as may be reasonably required to prevent a decline of the property, a public or attractive nuisance, or a blight on the surrounding neighborhood. Temporary boarding of openings may be allowed pending repairs to the extent required by the Police Chief to address public safety and emergency situations. Said additional requirements shall be stated in writing and shall have the force of law under this article.

(b) Any Code or Law Enforcement Officer authorized by the City to enforce this article shall be immune from prosecution, civil or criminal, for reasonable good faith entry or trespass upon any real property while in the discharge of duties imposed by this article.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2028. Enforcement; penalties.

(a) The provisions of this article may be enforced and penalties imposed on mortgagees and/or owners of record for violations of this article as provided by law. Without limiting the City's right to impose any other penalties as provided by law, or to enforce this article by any other lawful means, a violation of this article shall be deemed a class IV violation for code enforcement citation purposes. Nothing under this article shall be construed as imposing liability on local property managers acting on a mortgagee's behalf pursuant to this article.

(b) Upon failure of the mortgagee to comply with the maintenance or security requirements under this article, the City Manager or his designee may take such appropriate action deemed necessary to remedy a maintenance and security failure on property subject to this article. Any such action taken on such premises shall be charged against the real estate upon which the building or structure is located and shall be a lien upon such real estate. Any such lien shall be superior to all other liens except those of state, county or municipal taxes and shall be on a parity with liens of state, county or municipal taxes. Further, such lien shall

bear interest at the maximum rate permitted by state law and costs of collection, and shall continue to be a lien against the real estate until paid.

(Ord. No. 20-2009, § 2, 1-12-2010)

Sec. 6-2029. Supplemental authority.

This article shall be deemed in addition and supplemental to any other provision of law.

(Ord. No. 20-2009, § 2, 1-12-2010)

Legislation Details (With Text)

File #:	24-157	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Agenda Ready
File created:	3/20/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Consider the appointment of 1st Alternate member Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board. (City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Code Enforcement Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2024
Agenda Date: March 26, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of 1st Alternate member Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2024.

BACKGROUND:

Melissa Acosta-Bonilla was originally appointed to the Code Enforcement Board in November, 2023 as the 1st Alternate member. She holds consistent attendance at the board meetings every month and has expressed a desire to the City Clerk to fill a Regular member vacancy that was created by Verna Hughes, whose term expires in June of 2024.

A current board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the appointment of 1st Alternate member Melissa Acosta-Bonilla to fill a Regular member vacancy on the Code Enforcement Board through June, 2024.

Code Enforcement Board **Meets Third Thursday Every Month @ 6pm** **Expirations in June** **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)**				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	06/21 Reappointed 01/2021 appointed	2024
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2026
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2024
Chris Davis Fulfilling Ed Green's term	1113 Westview Dr. Cocoa, FL 32922 topherwilliamdavis@gmail.com Christopher.davis@brevardfl.gov (work email)	513-278-3400	01/10/23 Appointed	2024
~~Verna Hughes~~ ~~(fulfilling term of Kimberly Curtis)~~ **VACANCY**	~~15 N. Indian River Drive, #304~~ ~~Cocoa, FL 32922~~ ~~Vernabrunner@cs.com~~	~~626-5000 cell~~	~~09/2022 appointed~~ ~~(to fulfill unexpired term of Kimberly Curtis)~~	~~2024~~
Josue Otero (Fulfilled the unexpired term of David Lightholder)	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606	11/2023 Appointed	2024
1st Alternate Melissa Acosta-Bonilla	821 Peachtree St. A-10 Cocoa, FL 32922 sepmerfiparalegal@gmail.com	321-265-2532	11/2023 Appointed	No expiration
2nd Alternate Dick Muller	307 Bellaire Dr. Cocoa, FL 32922 info@dixdesigngroup.com	312-343-0104	11/2023 Appointed	No expiration
LIAISON	Matthew Barringer	321-474-4924	Updated 12/23	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	24-143	**Version:** 1	**Name:**	Walmart AVT 2023	
Type:	Informational Item		**Status:**	Agenda Ready	
File created:	3/13/2024		**In control:**	City Council	
On agenda:	3/26/2024		**Final action:**		
Title:	Approval of the 2023 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	DA for Walmart Distribution Center Cocoa.pdf AVT Economic Incentive Agreement.pdf WM 8851 Cocoa 2023 Ad Valorem Exemption Application-np.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 13, 2024
Agenda Date: March 26, 2024
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the 2023 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.

BACKGROUND:

An Ad Valorem Tax Abatement Economic Development Incentive Agreement (AVT) was executed, on June 30, 2016, in which Wal-Mart Stores East, LP agreed to purchase approximately 270 acres of land in the City to develop a 460,000 square foot refrigerated warehouse and distribution center. The center was to create 239 jobs at an average annual wage of $42,421 by December 31, 2020 and generate approximately $96.2 million in new private capital investment ($84.2 million in building construction and $12 million in machinery and equipment), excluding land costs.

The AVT was approved for 40% ad valorem tax abatement for 5 years and a $2 million cash incentive. The AVT credits are estimated to total $1 million.

A condition of the ordinance granting the Ad Valorem Tax Abatement calls for the creation of 239 jobs with an average annual salary of at least $42,421 by December 31, 2020. As of December 31, 2020, the Walmart Regional Distribution Center had hired 239 employees. The average annualized wages

for these employees was $49,346. Thus, Walmart qualified for the tax abatement for 2020 and has continued to meet all of the requirements of the AVT allowing them to receive tax abatements for 2021. The average salary for the 239 employees in FY 2022 was $64,873 and in FY 2023 was $61,487. FY 2023 is year 5 of the 5-year tax abatement program.

Walmart currently has 615 full and part-time employees of which approximately 23.9% of them have a Cocoa address. This is down from 688 full and part-time employees that they had in early 2023, but far exceeds what is required for the Ad Valorem Tax Abatement.

Walmart is also bound by a Development Order approved by the City Council on March 14, 2017. The site has approximately 140 acres for additional development and the Development Order provides for the donation of a one-acre parcel to the City for municipal purposes. Staff has been coordinating with Walmart officials on the conveyance of this parcel which should be complete soon. The once acre will be on the far north-east corner of the property and can be used to assist FDOT with construction needs during the SR524 expansion project.

STRATEGIC PLAN CONNECTION:

Wal-Mart Stores East, LP has a direct connection to the Economic and Community Development priority area. It has increased the City's economic position within the Space Coast and has provided the City with a competitive edge in attracting other like projects that facilitate additional private capital investment and expansion of complementary businesses. In addition, Wal-Mart has been retaining and expanding job opportunities.

BUDGETARY IMPACT:

ESTIMATED Tax Year 2023 for the Wal Mart Distribution Center:

TYPE	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
Tangible	6.9532	9,760,100	4,067,984	5,692,116	$39,578.42
Property	6.9532	87,104,030	31,518,700	55,585,330	$386,495.92

Assessments:
Fire $169,086.34
Stormwater $79,642.17
Solid Waste Disposal $42,336.12

YEAR	PERCENT	Reporting YR/ Budget YR	Tangible Property Exemption	Real Estate Exemption	TPP Exemption	Total Abatement	Tax Rate
1	40%	2019/2020	$5,225,840	$26,842,970	$25,000	$32,093,810	5.979
2	40%	2020/2021	$4,580,884	$28,664,640	$25,000	$33,270,524	5.979
3	40%	2021/2022	$3,947,912	$28,564,640	$25,000	$32,537,552	6.4532
4	40%	2022/2023	$4,042,984	$31,758,980	$25,000	$35,826,964	6.4532
5	40%	2023/2024	$4,042,984	$31,518,700	$25,000	$35,586,684	6.9532

PREVIOUS ACTION:

On November 8, 1995, the City of Cocoa voters authorized the City Council to consider granting economic development ad valorem tax exemptions to new and expanding businesses.

On May 28, 1996, the City Council adopted Resolution No. 96-24 that established the application and review requirements and procedures for an AVT program. It was initially approved by and has since been reauthorized (by the voters) for additional ten-year periods, with the most recent

On November 8 2005, voters extended the AVT program for an additional 10 years from 2015 through 2025.

On February 11, 2014, the City Council adopted Resolution 2014-18 that repealed Resolution No. 96-24 by updating procedures for granting economic development ad valorem tax exemptions.

On May 24, 2016, City Council approved Ordinance 12-2016 granting the project an Ad Valorem Tax Abatement of 40% for 5 years. City Council approved an economic cash incentive for $2,000,000 to be awarded in $500,000 increments upon completion of the specified benchmarks and authorized the City Manager to execute an Economic Development Incentive Agreement.

On June 30, 2016, The City of Cocoa executed an Ad Valorem Tax Abatement Economic Incentive Agreement with Wal-Mart Stores East, LP.

On March 14, 2017, City Council approved an amended and restated the City of Cocoa Development Order Related to the Brevard Crossings Regional Activity Center for Cocoa Logistics and Business Center.

On June 26, 2019, City Council approved the $2 million incentive to Wal-Mart Stores East, LP for meeting the December 31, 2018 benchmarks noted in the Ad Valorem Tax Abatement Economic Incentive Agreement. The City disbursed the $2 million cash incentive on July 29, 2019.

On May 27, 2020, City Council was informed that Walmart was on their way to meeting their commitment of employing at least 239 persons by December 31, 2020.

On March 23, 2021, City Council approved the 2020 AVT Exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement.

On March 22, 2022, City Council approved the 2021 AVT Exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement.

On March 30, 2023, City Council approved the 2022 AVT Exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement.

RECOMMENDED MOTION:

Approve the 2023 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement by maintaining 239 jobs at an average annual wage above $42,421.

CITY OF COCOA DEVELOPMENT ORDER

RELATED TO THE BREVARD CROSSINGS REGIONAL ACTIVITY CENTER

FOR

COCOA LOGISTICS AND BUSINESS CENTER

THIS CITY OF COCOA DEVELOPMENT ORDER (this "City Development Order") is made and entered into as of the 14th day of March, 2017, by and between the City of Cocoa, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 65 Stone Street, Cocoa, Florida 32922 (the "City"), and Wal-Mart Stores East, LP, a Delaware limited partnership, whose address is 2001 Southeast 19th Street, Bentonville, Arkansas 72716-0550 (the "Developer").

SECTION I. FINDINGS OF FACT

1. On March 12, 2002, the City approved the Brevard Crossings Development of Regional Impact, named the Brevard Crossings ("Brevard Crossings DRI") and issued a DRI Development Order pursuant to Section 380.06, Florida Statutes that was recorded at OR Book 4557, Page 0001 of the Public Records of Brevard County, Florida.

2. Also on March 12, 2002, Brevard Crossings was designated as a Regional Activity Center in the City of Cocoa Comprehensive Plan (the "City's Comprehensive Plan").

3. On May 6, 2002, the Florida Department of Transportation ("FDOT"), the City, and Brevard Crossings, LLC entered into that certain Brevard Crossings DRI Transportation Mitigation Agreement (the "Transportation Mitigation Agreement"), and the Brevard Crossings DRI Development Order was subsequently amended on February 25, 2003, to incorporate the terms and conditions of the Transportation Mitigation Agreement. The First Amended Development Order was recorded at OR Book 4915, Page 1837 of the Public Records of Brevard

County, Florida.

4. The City's Comprehensive Plan and the Brevard Crossings DRI were subsequently amended on September 17, 2003 to include 2.3 acres of additional land. The Second Amended Development Order was recorded at OR Book 5167, Page 2408 of the Public Records of Brevard County, Florida.

5. On April 10, 2007, the City adopted the Third Amended Development Order, recorded at O.R. Book 5788, Page 8883 of the Public Records of Brevard County, which extended the Project commencement date by two years to March 12, 2009. This date was subsequently extended to March 12, 2010 by the City at its meeting of February 24, 2009.

6. The legal description for the Brevard Crossings property (the "Property") is attached hereto as Exhibit "A" and incorporated herein by reference, and the Property is currently designated as the Brevard Crossings Regional Activity Center pursuant to the City's Comprehensive Plan, Future Land Use Element, Policy1.1.2.7.

7. On May 27, 2010, the Cocoa Master Development, LLC submitted a Request to Rescind the Brevard Crossings DRI Development Order, which included documentation of completion of the environmental mitigation for the entire Project. No development had occurred within the Project, and no additional mitigation was required prior to rescission of the Brevard Crossings DRI Development Order.

8. The City approved an Order Rescinding the Brevard Crossings DRI Development Order and, at the same City Council hearing, also approved the City of Cocoa Development Order for Brevard Crossings, dated October 26, 2010, recorded at OR Book 6259, Page 1528 of the Public Records of Brevard County ("Original City Development Order") which set forth the rights and obligations governing the Project subsequent to the rescission of the

Brevard Crossings DRI Development Order.

9. In early 2017, Wal-Mart Stores East, LP, as contract purchaser and successor to Brevard Crossings, LLC submitted a request to amend and restate the October 26, 2010 City of Cocoa Development Order for the Brevard Crossing Regional Activity Center in furtherance of a proposed development project which will be named the Cocoa Logistics and Business Center ("Project" or "Cocoa Logistics and Business Center").

10. The Brevard Crossings Project consisted of the following Development Program: 810,000 square feet of commercial; 180,000 square feet of office; 1,000,000 square feet of industrial/business park; 675 multi-family residential units; and 270 hotel rooms, which is consistent with the Brevard Crossing Regional Activity Center as that term is described in Future Land Use Policy 1.2.7.E and 1.2.7.N of the City Comprehensive Plan 2010-2020.

11. The City has approved amending and restating of the City of Cocoa Development Order for Brevard Crossings on March 14, 2017, and adopted this City Development Order, which amends and restates the City of Cocoa Development Order related to the Brevard Crossings Regional Activity Center in its entirety, and sets forth the rights and obligations governing the Cocoa Logistics and Business Center.

12. The Developer's authorized agent is Brian Hooper, Vice President of Real Estate with an address of Walmart Stores East, LP, 2001 SE 10th Street, Bentonville, AR 72716, and any and all correspondence and communication may be made to the Developer at such address, with a copy to Kutak Rock LLP, Attention: Terry Pool, 234 East Millsap Road, Suite 200, Fayetteville, AR 72703-4099.

13. Wal-Mart Stores East, LP, is the successor in interest to Cocoa Master Development, LLC, which was the successor in interest to Brevard Crossings, LLC, the

original Developer for the Brevard Crossings project and has authority to take any actions in regard to the Property and the Cocoa Logistics and Business Center that are the subject of this City Development Order.

SECTION II. CONCLUSIONS OF LAW

1. The Cocoa Logistics and Business Center Project shall be consistent with the City's Comprehensive Plan.

2. Subject to Wal-Mart Stores East, LP acquiring the Property, this City Development Order will become effective consistent with the provisions of Section XI C, and will constitute final approval for Cocoa Logistics and Business Center, as more particularly detailed in the Terms and Conditions of Development set forth herein; provided, however, any and all development provided for herein is subject to review and approval by the City in accordance with adopted development review procedures.

SECTION III. TERMS AND CONDITIONS OF DEVELOPMENT

The following terms and conditions of development approval are imposed upon Cocoa Logistics and Business Center and are accepted by the Developer for itself and on behalf of the developers of one or more sites within the Project (the "Site Developers") who take title from the Developer.

1. GENERAL

A. Cocoa Logistics and Business Center shall be developed in accordance with the City's Land Development Code, unless otherwise provided by the conditions of this City Development Order. This City Development Order shall prevail over any conflicting provision in the City's Land Development Code.

B. Cocoa Logistics and Business Center shall consist of no more than the specifically

described development program set forth below and on the Master Development Plan attached hereto as Exhibit "B," unless the trip conversion table attached hereto as Exhibit "C" is used to modify the development program.

1. Development Program: The mix of uses for the Cocoa Logistics and Business Center shall not exceed the intensities established for the Brevard Crossings Regional Activity Center under the City's Comprehensive Plan, Future Land Use Element, Policy 1.1.2.7.N, Subarea Policy 2, and. shall consist of not more than 1,020,000 square feet of industrial (including 420,000 square feet of warehouse and 600,000 square feet of distribution center); 270 room hotel; 150,000 square feet of office; 28,000 square feet of commercial; 8,000 square office of high-turnover (sit-down) restaurant and a one (1) acre municipal services parcel unless this Development Program is modified as provided for in this City Development Order.

2. Location: Cocoa Logistics and Business Center is located within the municipal limits of the City of Cocoa, Florida.

3. Acreage: 271.3± acres.

4. Legal Description: A legal description for the Property is attached as Exhibit "A."

5. Master Development Plan: The Master Development Plan is attached as Exhibit "B."

The Developer may increase or decrease the amount of a particular land use within the approved development program by using the conversion table, attached as Exhibit "C," which is based on equivalent PM peak hour peak directional trip ends. Use of the conversion table may increase or decrease the total amount of each land use by no more than the amount allowed in Future Land Use Policy 1.1.2.7.E. of the City's Comprehensive Plan. Greater

changes than those permitted under the aforesaid Policy, considered cumulatively, shall be subject to a comprehensive plan amendment amending the maximum intensities set forth in Subarea Policy 2. Additionally, the change must address impacts to the potable water usage and identify if the potable water capacity and allocation under the applicable consumptive use permit are available, taking into consideration any reclaimed water capacity that may be available. Additionally, the change must address any impacts to the surface water management system. Any time the conversion table is to be used, the City, FDOT, and the St. Johns River Water Management District ("SJRWMD") must be provided notice of the proposal at least 60 days in advance of the change. Notwithstanding any terms or conditions to the contrary herein, upon execution of this City Development Order, Developer shall be entitled, at such time as Developer deems necessary, to proceed with site-clearing and site-preparation activities on the Property for Phase 1 (as defined in Section 4, Paragraph A) prior to other final permit approvals being granted by the City for the Project. Site-clearing and site-preparation activities shall consist of vegetation removal, grading, construction of erosion control measures, storm water retention ponds and fill for building pads. Prior to commencing work, the Developer will provide the City with a written certification from the project engineer and/or other applicable consultant certifying that the work to be performed is in compliance with applicable environmental laws and permits, including, but not limited to, laws applicable to endangered or threatened species, artesian water wells, wetlands, hazardous materials, and historical artifacts. In the event that the Project is unreasonably delayed or abandoned by the Developer, the City may require, upon written notice to the Developer, that the Developer implement a restoration plan for the site in order to protect the public health, safety and welfare including, but not limited to, re-grading the site to eliminate unusually high stockpiles, eliminate unsafe conditions, grass and mulch, fencing access roads,

and maintaining silt fences.

2. HISTORICAL RESOURCES

Construction personnel working on the Property shall be notified, through posted advisories or other methods, of the potential for archaeological artifact discoveries on the site and to report suspected findings to the project manager. In the event of discovery of artifacts of historical or archaeological significance during construction, the Site Developer shall stop construction at the site of discovery and notify the City and the Division of Historic Resources of the Florida Department of State. From the date of notification, construction shall be suspended within a 100-foot radius of the site of discovery for a period of up to 120 days to allow evaluation of the site.

3. NATURAL SYSTEMS

A. Except as otherwise allowable by this City Development Order, the City Comprehensive Plan or any applicable permit issued in accordance with state or federal law, site development related activities shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern by either the state or federal government in contravention of applicable state or federal laws. Should such species be determined to be residing on, or be otherwise significantly dependent upon all or a portion of the Cocoa Logistics and Business Center site, the Site Developer shall immediately notify the City, the Florida Fish and Wildlife Conservation Commission and the United States Fish and Wildlife Service. The Site Developer shall cease all activities which might negatively affect that individual or population until directed otherwise by the jurisdictional wildlife agency. The Site Developer shall provide proper protection, to the satisfaction of all agencies with jurisdiction. "Harming" and "harassment" as used in this recommendation shall be defined in the same

manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

B. Mitigation for wetland impacts has been completed as prescribed in Environmental Resource Permits issued by the SJRWMD (Permit Number: 64579). If the Developer or a Site Developer proposes any change to an approved permit that would result in additional wetlands impact or any modification to an approved mitigation plan, the Developer or Site Developer, as applicable, shall provide written notice and a detailed description of the proposed change to the City, simultaneously with submittal of the permit modification application to the permitting agency. A copy of this City Development Order shall be forwarded to all relevant federal, state and permitting agencies, such as the U.S. Army Corp of Engineers and the St. Johns River Water Management District.

C. The surface water management system for the Project shall be constructed, regularly inspected, and maintained in accordance with SJRWMD permit approvals. In addition, where practical and appropriate, and solely pertaining to Phase 2 of the Project, a surface water management system shall be designed, constructed and operated using low impact development ("LID") strategies and techniques as set forth in the City's Comprehensive Plan. The Developer shall demonstrate to the satisfaction of the City that the entity(ies) proposed to assumed responsibility for the Cocoa Logistics and Business Center's surface water management system will have defined duties and responsibilities regarding the operation and maintenance of the surface water management system. These responsibilities shall include sufficient legal authority and power to establish the mandatory collection of fees or assessments, or both from all property owners or users for financing the operation, replacement and maintenance of all components of the Cocoa Logistics and Business Center's surface water management system.

D. The Developer must comply with City of Cocoa Comprehensive Plan Objective

6.1.1, wherein stormwater facility(ies) shall be attenuated so as to not increase the flood stage experienced by properties in the Cox Road drainage basin. The site plan stormwater narrative shall also contain data, calculations, and any other relevant information to ensure an accurate confirmation of no net increase nutrient loading to the receiving water bodies, i.e, the St. Johns River.

i. As an alternative to providing additional on-site storage to attenuate offsite discharge, the development may design, construct, and install an upgraded drainage conveyance system with increased capacity along Cox. Road. This drainage conveyance system shall be designed to handle future build-out conditions with maximum impervious areas and shall include providing positive outfall, including driveway, south to SR520.

ii. The City agrees to participate in leveraging future project stormwater utility fees to construct off-site stormwater improvements to reduce existing flood stage in the Cox Road drainage basin. Toward this end, the City will calculate and leverage up to five (5) years of stormwater fees related to the Project to design, engineer and construct, in partnership with the Developer, the aforementioned stormwater improvements.

E. The Cocoa Logistics and Business Center stormwater facilities shall be designed to treat the runoff for a 25-year frequency, 24-hour duration storm event to address flooding concerns. Moreover, development shall not reduce the flood storage capacity of the project so as to impact adjoining properties or degrade the quality of the receiving surface water body (St. Johns River); however, the developer may utilize compensating storage to achieve the intensity authorized in the development program provided that any proposed alteration to the 100-year

floodplain or to isolated flood prone areas shall not adversely impact the drainage of adjacent properties or public drainage facilities consistent with the requirements of Future Land Use Policy 1.1.2.7 G and H.

F. Potable Water – Potable Water is available along Cox Road and along SR524 for use within the property. The construction of a water main extension will be required to serve the entire parcel and should be sized appropriately. A looped connection from S.R.524 to Road Cox will be required for reliability and fire flow as part of Phase 2. Water mains constructed within proposed rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by City staff in conjunction with Phase 2 design and development.

G. Sanitary Sewer – Sanitary sewer may be obtained via two options. Option 1 is to construct an internal private force main and lift station and connect to the proposed lift station being constructed by Brevard Robotics, Inc. and cost share certain expenses according to Force Main Reimbursement Agreement between City of Cocoa and Brevard Robotics, Inc. Option 2 is to construct a private force main to be located along north property line on S.R.524 and connect to the proposed force main at S.R.524 and Cox Road constructed by Brevard Robotics, Inc. Certain expenses and cost sharing would still be required to connect to the force main per the Force Main Reimbursement Agreement. All force mains constructed in the rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by staff in conjunction with Phase 2 design and development.

H. Reclaimed Water – Reclaimed water is available along Cox Road. The construction of a reclaimed main extension will be required to serve the entire parcel and will be

sized appropriately or shall be upsized in conjunction with Phase 2 development. Reclaimed water mains constructed within proposed rights of way will be dedicated to the city for ownership, operation and maintenance. A master utilities plan will be required to be submitted and approved by City staff in conjunction with Phase 2 design and development.

I. To meet the non-potable water use demands for Brevard Crossings, the Project shall use, in order of priority:

(1) reclaimed wastewater,

(2) treated stormwater,

(3) non-potable quality groundwater, or

(4) potable water.

unless unavailable or prohibited by the Florida Department of Environmental Protection, the SJRWMD, or other jurisdictional regulatory agency.

J. To minimize dependence on groundwater irrigation, plants listed in the Guide to Florida Friendly Landscaping published by the University of Florida shall be utilized as much as practicable throughout the site.

K. Portions of natural upland plant communities that are retained and maintained in their original state shall not be irrigated unless it becomes crucial to their survival nor shall non-native vegetation be introduced by the Site Developer or be allowed to become established within such retained areas.

L. All structures within Phase 1 of the Project shall utilize Ultra Low Flush Toilets with an effective flush volume of 1.6 gallons/flush or lower and bathroom faucets shall have flow restrictors limiting flow to 0.6 GPM or less. All structures within Phase 2 of the Project shall utilize ultra-low volume water use plumbing fixtures, self-closing and/or metered water

faucets, and other water conserving devices and/or methods. These Phase 2 devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to the City by the SJRWMD.

4. TRANSPORTATION

A. For purposes of the transportation conditions, the Development shall be divided into the following traffic phases:

Phase	Net New External PM Peak Hour Trips*			External PM Peak Hour Trips**		
	Total	Entering	Exiting	Total	Entering	Exiting
1	89	50	39	89	50	39
2 (cumulative)	638	226	412	824	308	516

*Includes new external trips only (after reducing for internal capture and pass-by trips).
**Includes new external trips, plus pass-by and diverted trips (but not internal capture).
"Phase 1" consists of the 600KSF Distribution Center.
"Phase 2" consists of all remaining development.

B. Only site-related improvements shall be required during Phase 1 of the Project as set forth in Section III.4.A.of this City Development Order. As used herein, the term "Site-related Improvements" shall have the same meaning this term has in the Brevard County Transportation Impact Fee Ordinance, see Sec. 62-805 of the Brevard County Code of Ordinances. The Developer or Site Developer shall be fully responsible for funding the cost of designing, engineering, permitting and constructing any Site-related Improvements. Site-related Improvements shall not be eligible for transportation impact fee credits or mobility fee credits, if either transportation impact fees or mobility fees have been duly adopted and are applicable to new development in the City. Any funds spent by the Developer on Site-related Improvements shall not count toward satisfaction of the Developer's proportionate share of mitigation costs for SR 524.

C. At such time as a County or City Ordinance is effective that charges fees for the purpose of transportation mitigation or mobility, development within the Project shall be assessed the required fees at the duly enacted rates, which fees shall be payable in cash or through the assignment of impact fee credits that the Developer has available for use at the time an impact fee payment is due.

D. The City shall vest the Project for the development program as set forth in Section III.4.A. of this City Development Order (638 PM net new external peak hour trips on SR 524). It should be noted that the formerly approved Development Order vested the Brevard Crossings Regional Activity Center in Phase 1(a) for 806 PM net new external peak hour trips on SR 524). The cumulative net new external PM peak hour trips previously approved, via three phases, totaled 3,560 trips. Thus, any changes to the Cocoa Logistics and Business Center Development Program, consistent with the requirements set forth in this Development Order, prior to the issuance of any building permit for a structure that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 638, a written agreement among the Developer, the City and FDOT shall be required, as a condition precedent to issuance of said building permit, to address future phasing and funding of the S.R. 524 Improvements in a manner consistent with the applicable laws and regulations in effect at that time.

E. The Developer shall be responsible for SR 524 Improvements as required by FDOT or those improvements to SR 524 and or SR 524 and I-95 interchange requested by the Developer and approved by FDOT.

F. . The Developer represents that an access road connecting to Cox Road is necessary for associate and customer ingress and egress to the development site after Phase 2

begins development. The access road shall be a public road which will be conveyed to the City upon completion. Furthermore, the Developer has requested a signalized intersection on Cox Road for the access road to the development site. The Developer shall be solely responsible for the costs to construct the access road and to signalize the Cox Road intersection with a mast arm and traffic signal in accordance with the design approved by the City.

i. Upon installation of the mast arm traffic signal and subject to the inspection and approval by the City, the City will assume responsibility for maintenance.

ii. The Developer shall adequately address vehicle and truck traffic in the design of the Cox Road access road to the satisfaction of the City, including but not limited to limiting ingress/egress from the Distribution Facility and future Warehousing Facility(ies) to SR 524 exclusively, thus restricting truck traffic from Cox Road. Traffic restrictions imposed on the Cox Road access road shall be posted with appropriate traffic control signage by the City and violations shall be subject to traffic citations issued by law enforcement. Further, restrictions shall include additional signage posted by the Developer to delineate dedicated truck only routes within the overall development site to limit joint use by passenger vehicles and pedestrians to, from and within the mixed-use development (commercial/office/hotel) portion of the site.

iii. Only vehicles and trucks not exceeding Class 6 shall be permitted to utilize the Cox Road access road to exit from the development

site and facility(ies). Design of the new Cox Road access road shall be in accordance with appropriate FDOT/AASHTO geometric design of truck routes and the requisite and appropriate FDOT/AASHTO pavement design for expected truck loading.

G. The original 2002 Development Order required reconstruction of Cox Road from SR 524 to SR 520 and the improvement of Cox Road, Lake Drive, and SR 520 intersection due to the anticipated volume of traffic related to the former development program.

i. The improvements of the Cox Road, Lake Drive and SR 520 intersection have already occurred since the adoption of the original 2002 Development Order.

ii. The parties acknowledge for purposes of this Development Order, Developer submitted to the City a Traffic Impact Analysis Report prepared by Kimley Horn, which was title "Citizen Kane Development Traffic Impact Analysis" and dated April 2016 ("2016 Traffic Report"). Prior to permitting and developing Phase 2, Developer shall update the 2016 Traffic Report so the City may evaluate and determine whether the traffic impacts generated from the Project, as of the date of the updated 2016 Traffic Report, are consistent with the findings and conclusions contained in the 2016 Traffic Report. Prior to the issuance of any building permit for a structure in Phase 2 that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 147 on Cox Road, a written agreement among the Developer, the City and County shall be required, as a condition

precedent to issuance of said building permit, to address future phasing and funding of Cox Road improvements in a manner consistent with the applicable laws and regulations in effect at that time.

iii. In the event Developer commences the permitting of any portion of Phase 2 before Phase 1 is completed and operational, the updated 2016 Traffic Report required in Paragraph G ii. above, shall be prepared six (6) months after the certificate of occupancy has been issued by the City for Phase 1. Prior to the issuance of any additional building permit or certificate of occupancy for a structure in Phase 2 that would cause the cumulative number of net new PM peak hour trips generated by the Project to exceed 147 on Cox Road, a written agreement among the Developer, the City and County shall be required, as a condition precedent to issuance of said building permit or certificate of occupancy, to address future phasing and funding of Cox Road improvements in a manner consistent with the applicable laws and regulations in effect at that time.

H. As an integral part of site development within Cocoa Logistics and Business Center, each Site Developer shall comply with the Development Guidelines included in Appendix A, Article XI, Section 20 of the City Code and the supplemental Development Guidelines that will be timely proposed by the Developer, in writing, for City staff review and comment after the Effective Date of this Development Order. Said Guidelines shall be subject to the final, written approval of the City Council. If there is a conflict between the Development Guidelines in Appendix A, Article XI, Section 20 of the City Code and the Development

Guidelines subsequently approved pursuant to this City Development Order, the Development Guidelines subsequently approved shall prevail.

I. If the parties cannot reach agreement independently regarding any of the commitments specified in this City Development Order, or if so desired by the parties at any time, then the issues in dispute shall be submitted to voluntary mediation with a mutually agreeable mediator..

J. The Developer agrees to donate a one-acre parcel for the City's development for municipal purposes, such as a police sub-station, City Hall Annex, etc. (the "Municipal Services Parcel"). The donation of the site shall occur within 120 days following the Effective Date of this Development Order subject to reasonable closing extensions that may be mutually agreed upon to complete the conveyance of the Municipal Service Parcel to the City. The specific location of the Municipal Services Parcel shall be at the discretion of the Developer with generally having access to a primary road within the development site, and shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

K. The City acknowledges and agrees that it has an adequate supply of affordable and workforce housing and, therefore, the Project shall not be required to provide additional affordable or workforce housing.

SECTION V. LOCAL MONITORING

Compliance with the terms and conditions of this City Development Order shall be monitored through the provisions of the established review and approval process for development pursuant to the City's monitoring procedures. The City's Community Services Director, or his authorized designee, shall be the official responsible for

monitoring compliance by the Developer with this City Development Order.

SECTION VI. RESTRICTIONS ON DOWN ZONING

This City Development Order shall not be subject to down zoning or intensity reduction unless the City can demonstrate that substantial changes in the conditions underlying the approval of this City Development Order have occurred, or that this City Development Order was based upon substantially inaccurate information provided by the Developer, or that the change is clearly established by the City to be essential to the public health, safety or welfare.

SECTION VII. APPLICABLE LAW AND LIMITATION OF REMEDIES

This City Development Order and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties expressly agree that the consideration, in part, for each of them entering into this City Development Order is the willingness of the other to limit the remedies for all actions arising out of or in connection with this City Development Order.

A. Limitations on City's Remedies. Upon any failure by the Developer or a Site Developer to perform its obligations under this City Development Order, the City shall be limited strictly to only the following remedies:

1) action for specific performance; or

2) action for injunctive relief; or

3) the withholding of development permits and other approvals or permits from the delinquent party; or

4) action for declaratory judgment regarding the rights and obligations of the parties; or

5) any combination of the foregoing.

In addition to the foregoing, nothing in this City Development Order prohibits or estops the City from exercising its power of eminent domain with respect to any portion of the Property, as the

City may lawfully elect.

B. Limitations on Developer's or Site Developer's Remedies. Upon any failure by the City to perform its obligations under this City Development Order, the Developer or Site Developer shall be limited strictly to only the following remedies:

1) action for specific performance; or

2) action for injunctive relief; or

3) action for declaratory judgment regarding the rights and obligations of the parties; or

4) any combination of the foregoing.

The parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this City Development Order by the other. The parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this City Development Order. Venue for any actions initiated under or in connection with this City Development Order shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida.

SECTION VIII. RECORDING AND BINDING EFFECT

This City Development Order or any subsequent modification of this City Development Order shall be recorded by the City in accordance with Section 28.222, Florida Statutes, with the Clerk of the Circuit Court for Brevard County, Florida, at the City's expense, within 10 days following the Effective Date as defined in Section XI.C. This City Development Order shall run with the Property and shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Developer.

SECTION IX. DEVELOPER'S CONSENT

The Developer, by executing this City Development Order, acknowledges that this City Development Order and the conditions of approval contained herein apply to and control all

further development of the Property.

SECTION X. EFFECT OF CITY DEVELOPMENT ORDER

Upon recordation as set forth in Section VIII, this City Development Order shall supersede all previous DRI Development Orders, Corrections, and Amendments thereto, specifically including the Original City Development Order, Original Development Order recorded at OR Book 4557, Page 0001, the First Amended Development Order recorded at OR Book 4915, Page 1837, the Second Amended Development Order recorded at OR Book 5167, Page 2408, the Third Amended Development Order recorded at OR Book 5788, Page 8883, and the City of Cocoa Development Order For Brevard Crossings recorded at OR Book 6269, Page 1528, all of the Public Records of Brevard County, Florida. This City Development Order governs all conditions and requirements for development of the Property.

SECTION XI. MISCELLANEOUS

A. Further Documentation. The parties agree that at any time following a request therefor by the other party, each of the parties shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of the parties hereunder and the consummation of the transactions contemplated hereby.

B. Counterparts. This City Development Order may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

C. Effective Date; Termination. The effective date of this City Development Order (the "Effective Date") between the parties shall be the later of (i) the last one of the parties has properly executed this City Development Order as determined by the date set forth immediately below their respective signatures, and (ii) Developer has purchased the entire Property. If

Developer fails to close on the purchase of the entire Property within one (1) year from the date that this Development Order is approved by the City Council, this Development Order shall automatically be deemed null and void and of no force and effect. The Developer shall periodically keep the City advised as to the status of the closing and shall be required to notify the City, in writing, of the occurrence of the closing within twenty-four hours of the closing.

D. Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit application or request subsequent to the Effective Date of this City Development Order under the terms hereof or pursuant to any duly adopted City Ordinance. The failure of this City Development Order to address any particular City, County, State and/or Federal permit, condition, term, or restriction shall not relieve the Developer or the City of the necessity of complying with the law governing said permitting requirements, condition, term, or restriction.

E. Sovereign Immunity. Nothing contained in this City Development Order shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on the City's potential liability under applicable State or Federal law.

F. City's Police Power. The Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this City Development Order be construed as bargaining away or surrendering its police powers.

G. Rendition of Development Order. Notwithstanding the conditional Effective Date as defined in Section XI.C., this Development Order shall be deemed rendered and declared a final written decision of the City on the date that this Development Order is approved by the City Council at a public meeting.

ADOPTED THIS 14th DAY OF MARCH, 2017 BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA.

CITY OF COCOA, FLORIDA

Henry U. Parrish, III
Mayor

ATTEST:

Carie Shealy, CMC
City Clerk

For the use and reliance of the City of Cocoa only.
Approved as to form and legal sufficiency.

Anthony A. Garganese, City Attorney

WAL-MART STORES EAST, LP.

WITNESSES:

By: _____

Print Name: Brian Hooper
Its: Authorized Signatory

Print Name: Myles Cochran

Date: 4/18/17

Print Name: Lisa M Garcia

STATE OF Arkansas
COUNTY OF Benton

The foregoing instrument was acknowledged before me this 18 day of April, 2017 by Brian Hooper, as Authorized Signatory of WAL-MART STORES EAST, LP, a Delaware limited liability company. He is X personally known to me, or has produced the following identification _____.

Notary Public
Commission Expires: 7/9/23

JESSENIA CASTILLO
Notary Public-Arkansas
Benton County
My Commission Expires 07-09-2023
Commission # 12394586

Exhibit "A"

LEGAL DESCRIPTION

A parcel of land lying in the East 1/2 of the Southwest 1/4, the Southeast 1/4 and the Northeast 1/4 of Section 23, Township 24 South, Range 35 East, all lying southerly of State Road No. 524, a 200.00 foot wide right-of-way per Right-of-Way Map Section 70220-2402; being a portion of the lands as described in O.R. Book 1382, Page 0044 which lie westerly of the East 486.00 feet of said Southeast 1/4 and of said Northeast 1/4, and all of the lands as described in O.R. Book 1390, Page 1010, O.R. Book 1397, Page 0476, O.R. Book 1446, Page 0565, O.R. Book 2074, Page 0321, O.R. Book 3577, Page 2205, O.R. Book 3499, Page 4221 and O.R. Book 4091, Page 2774, all as recorded in the Public Records of Brevard County, Florida; together with a parcel of land lying in the Northeast 1/4 and the Northwest 1/4 of Section 26, Township 24 South, Range 35 East, being all those lands as described in O.R. Book 1849, Page 0491, O.R. Book 2890, Page 0258, O.R. Book 3455, Page 4431, O.R. Book 3633, Page 4027, O.R. Book 3945, Page 0045 and a portion of those lands as described in O.R. Book 3034, Page 4427, all being recorded in said Public Records; said overall parcel being more, fully described as follows:

Commence at the southeast corner of said Southeast 1/4 corner of Section 23; thence S.89°56'20"W., along the south line of said Southeast 1/4, a distance of 885.00 feet to the northeast corner of said lands per O.R. Book 3945, Page 0045 and to the Point-of-Beginning of the lands herein described; thence S.00°17'58"W., along the east line of said lands per O.R. Book 3945, Page 0045 and parallel with the east line of said Northeast 1/4 of Section 26, a distance of 265.61 feet to a point 66.00 feet north, by right angle measure, of the fifth (5th) course of said lands per O.R. Book 3945, Page 0045; thence N.89°56'20"E., parallel with said fifth (5th) course, a distance of 840.00 feet to the west right-of way line of the 45.00 foot wide right-of-way of Cox Road as described in O.R. Book 0587, Page 0595 of said Public Records; thence S.00°17'58"W., along said west right-of-way line, a distance of 66.00 feet to an intersection with the easterly projection of the fifth (5th) course of said lands as described per O.R. Book 3945, Page 0045; thence departing said west right-of-way line, S.89°56'20"W., along said easterly projection, a distance of 618.11 feet to the east line of the Northwest 1/4 of the Northeast 1/4 of said Northeast 1/4 of Section 26 and to said east line of the lands per O.R. Book 3945, Page 0045; thence S.00°19'45"W., along said east lines, a distance of 331.62 feet to the south line of said Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and of said lands per O.R. Book 3945, Page 0045; thence S.89°56'21"W., along said south lines, a distance of 663.28 feet to the east line of the South 1/2 of the Northwest 1/4 of said Northeast 1/4 of Section 26 and of the said lands described per O.R. Book 1849, Page 0491; thence S.00°21'33"W., along said east lines, a distance of 663.23 feet to the south line of said South 1/2 and of said lands per O.R. Book 1849, Page 0491; thence S.89°56'22"W., along said south lines and along the south line of said lands described per O.R. Book 2890, Page 0258, a distance of 1327.25 feet to the east line of said Northwest 1/4 of Section 26 and of said lands described per O.R. Book 3633, Page 4027; thence S.00°25'07"W., along said east lines, a distance of 611.43 feet to the south line of said lands per O.R. Book 3633, Page 4027; thence S.89°56'25"W., along said south line, a distance

of 1258.55 feet to the easterly right-of-way line of a 60.00 foot wide right-of-way per O.R. Book 1531, Page 0691 and O.R. Book 1531, Page 0693 of. said Public Records and the westerly line of said lands per O.R. Book 3633, Page 4027; thence along said easterly right-of-way line and said westerly line of said lands per O.R. Book 3633, Page 4027 the following three (3) courses to wit; N.30°14'02"W., a distance of 34.29 feet to a point-of-curvature of a 120.00 foot radius circular curve concave to the east; Northerly, along an arc of said curve, through a central angle of 30°40'13", an arc distance of 64.24 feet to a point-of-tangency; N.00°26'11"E., a distance of 1858.02 feet to the south line of said Southwest 1/4 of Section 23; thence N.89°33'59"W., along said south line of the Southwest 1/4, a distance of 5.00 feet to the east right-of-way line of a 50.00 foot wide service road (a.k.a. Tract 4126) as shown on said Map Section 70220-2402 and to the west line of said lands per O.R. Book 3499, Page 4221; thence N.00°24'30"E., along said east right-of-way line and said west of the lands per O.R. Book 3499, Page 4221, a distance of 795.86 feet to the southerly right-of-way line of said State Road No. 524; thence N.53°28'30"E., along said southerly right-of-way line and the northerly lines of said lands as described in O.R. Book 3499, Page 4221, O.R. Book 1446, Page 0565, O.R. Book 1382, Page 0044, O.R. Book 3577, Page 2205, O.R. Book 2074, Page 0321, O.R. Book 1390, Page 1010, O.R. Book 4091, Page 2774 and O.R. Book 1397, Page 0476, a combined distance of 4322.62 feet to the west line of said East 486.00 feet of the Northeast 1/4 of Section 23; thence S.00°17'16"W., along said west line of the East 486.00 feet, a distance of 718.66 feet to the north line of said Southeast 1/4 of Section 23; thence S.00°16'36"W., along the west line of said East 486.00 feet of the Southeast 1/4, a distance of 2391.43 feet to the westerly projection of the north line of the 66.00 foot wide right-of-way of Pine Tree Place as described in O.R. Book 2568, Page 2856 of said Public Records; thence departing said west line of the East 486.00 feet of the Southeast 1/4 N.89°56'20"E., along said westerly projection and parallel with said south line of the Southeast 1/4, a distance of 398.89 feet to the northerly projection of said east of the lands per O.R. Book 3945, Page 0045; thence departing said westerly projection, S.00°17'58"W., along said northerly projection, a distance of 266.00 feet to the Point-of-Beginning.

Containing 271.31 acres (11,818,228.82 square feet), more or less, and being subject to restrictions, limitations, easements and/or any other rights-of-way of record.

Exhibit "B"

MASTER DEVELOPMENT PLAN

Exhibit "C"

CONVERSION TABLE

TO	FROM			
	Hotel	Office (KSF)	Industrial (KSF)	Retail (KSF)
Hotel (RM)	1.000	.867	1.923	4.881
Office (KSF)	0.259	1.000	0.497	1.262
Industrial (KSF)	0.520	.011	1.000	.538
Retail (KSF)	0.205	0.792	0.394	1.000

Based on equivalent PM peak hour peak direction trips.

Example Application:

200 KSF Office to Hotel = 200 x 3.867 = 733 rooms

LEGEND (Land Use Zones)

A - INDUSTRIAL

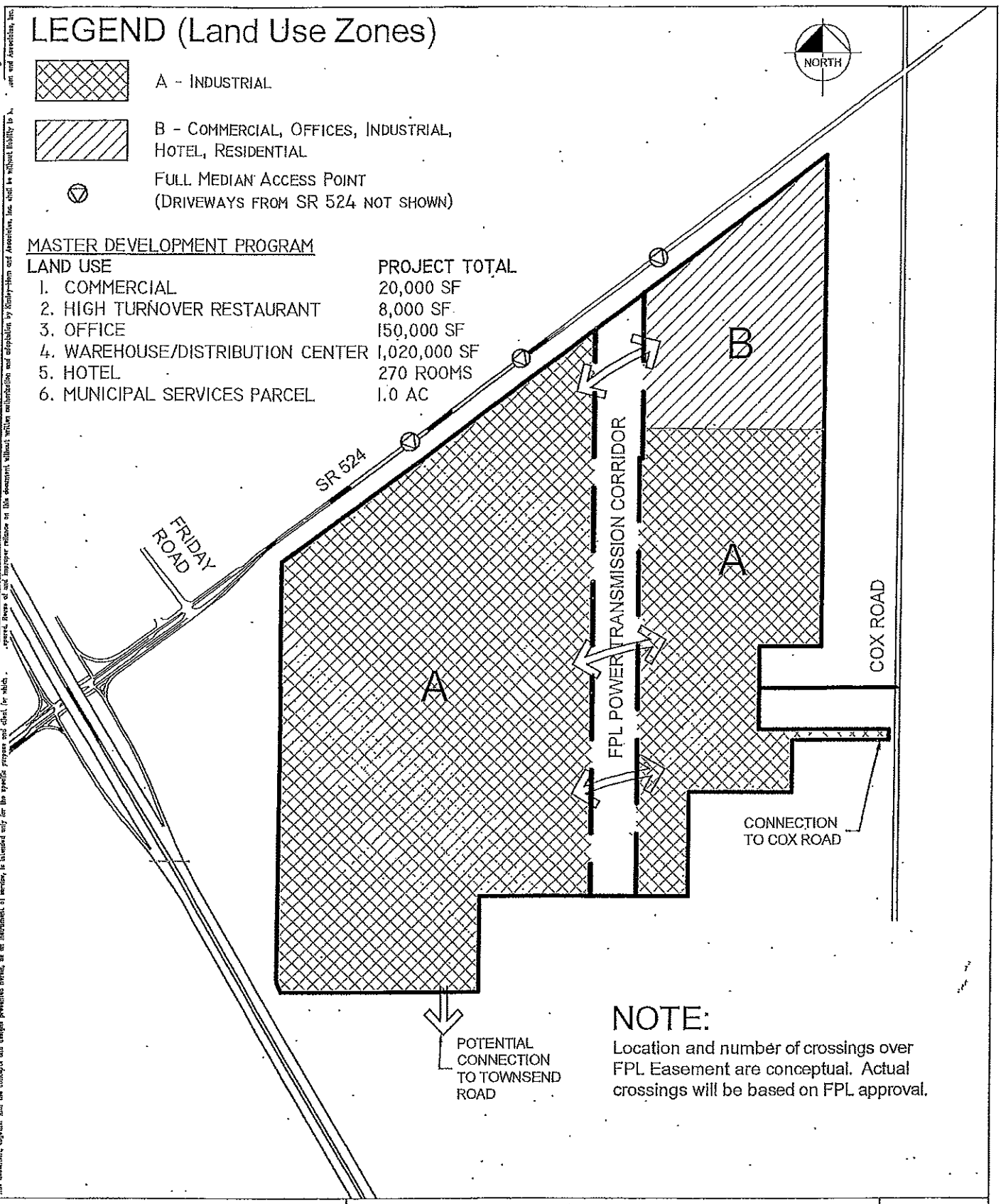
B - COMMERCIAL, OFFICES, INDUSTRIAL, HOTEL, RESIDENTIAL

FULL MEDIAN ACCESS POINT
(DRIVEWAYS FROM SR 524 NOT SHOWN)

NORTH

MASTER DEVELOPMENT PROGRAM

LAND USE	PROJECT TOTAL
1. COMMERCIAL	20,000 SF
2. HIGH TURNOVER RESTAURANT	8,000 SF
3. OFFICE	150,000 SF
4. WAREHOUSE/DISTRIBUTION CENTER	1,020,000 SF
5. HOTEL	270 ROOMS
6. MUNICIPAL SERVICES PARCEL	1.0 AC



NOTE:

Location and number of crossings over FPL Easement are conceptual. Actual crossings will be based on FPL approval.

In Sheet Set:Kha - Layout:Layout1 March 02, 2017 04:20:36pm K:\CHL_PRJ\015476 Wat
4 Citizen Kane -- DC\02 - DWG\Exhibit\2017-0220 - MASTER PLAN\Exhibit B - Brevard Cro .dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which ... reserved. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to ...

Kimley»Horn

© 2017 KIMLEY-HORN AND ASSOCIATES, INC.
801 21st STREET, SUITE 300, VERO BEACH, FL 32960
PHONE: 772-562-7861 FAX: 772-562-9689
WWW.KIMLEY-HORN.COM CA 00000696

COCOA LOGISTICS AND BUSINESS CENTER

EXHIBIT B MASTER DEVELOPMENT PLAN

SHEET NUMBER

EX-B

Plotted By:Watl

CFN 2016145113, OR BK 7671 PAGE 1220,
Recorded 07/26/2016 at 02:09 PM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:7

COCOA CITY
65 STONE ST
COCOA FL 32922-7807

AD VALOREM TAX ABATEMENT ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("Agreement") is made and entered into this 28th day of June, 2016, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("**City**"), and **WAL-MART STORES EAST, LP**, a foreign limited partnership authorized to do business in the State of Florida ("**Walmart**").

RECITALS:

WHEREAS, Walmart, is seeking incentives to purchase approximately 132 acres of land in the City of Cocoa to develop a 460,000 square foot refrigerated warehouse and distribution center which would result in 239 jobs at $42,421 average annual wage and which would generate approximately $96,200,000 in new capital ($84,200,000 in building construction and $12,000,000 in machinery and equipment); and

WHEREAS, the City desires to provide Walmart with certain economic incentives in furtherance of the municipal purpose of expanding economic activity within its jurisdictional borders consistent with section 166.021(8), Florida Statutes; and

WHEREAS, the parties recognize this Agreement is necessary to ensure that the economic incentives provided by the City to Walmart ultimately serve their intended municipal purpose; and

WHEREAS, the City has established terms and conditions herein whereby Walmart, by complying with these terms and conditions, can receive the benefits outlined in this Agreement, while the City can fulfill its desire to support local employers, to create jobs and to significantly enhance the prospects of local economic development; and

WHEREAS, the parties agree that the economic incentives provided by the City hereunder are for the benefit of the public health, safety, welfare, and convenience of the citizens of the City of Cocoa; and

WHEREAS, the City Council finds and declares that this Agreement serves a public purpose, which includes promotion of economic development, job growth, and the future expansion of the City's tax base.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, which the parties agree has been exchanged and received, the parties agree as follows:

1. **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2. **Commitments by Walmart.**

(a) *New Construction of Facilities; Capital Investment.* Walmart hereby represents and warrants that it intends to construct a new refrigerated warehouse and distribution center within the jurisdictional boundaries of the City of Cocoa. In furtherance such new business, Walmart agrees to make a fixed capital investment of not less than $96,200,000 in new construction and tangible personal property prior to December 31, 2018.

(b) *Business Operations in Cocoa.* Walmart agrees to maintain its new refrigerated warehouse and distribution center operations within the jurisdictional boundaries of the City of Cocoa for the term of this Agreement.

(c) *Employees.* Walmart agrees that it shall employ at least 239 persons within the jurisdictional boundaries of the City of Cocoa by December 31, 2020, and that the average annual salary of such employees shall be at least $42,421.00.

(d) *New Business.* Walmart represents and warrants that, for purposes of receiving the economic incentives provided to Walmart by this Agreement, Walmart currently meets the definition of "new business," as that term is defined by section 196.012(14), Florida Statutes. Walmart agrees to maintain its qualifications as a "new business" during the entire term of this Agreement.

3. **Ad Valorem Tax Exemption.** The parties acknowledge that in accordance with Ordinance Numbers 17-2014 and 23-2005, the electorate of the City of Cocoa has granted the City Council the authority to grant property tax exemptions for new businesses and expansions of existing businesses. The parties further acknowledge that Walmart's anticipated investment to real property and tangible personal property pursuant to the terms of this Agreement, and the City Council's determination that Walmart's continued operations in the City of Cocoa are critical for the future economic development of the City, render Walmart eligible for an ad valorem tax exemption. Walmart has filed an application for ad valorem tax exemption with the City, and the City has processed the application in good faith and in accordance with the requirements established by the City and under Florida law. Conditioned upon Walmart's continuing obligation to comply with the terms and conditions set forth in this Agreement, the City Council approved Ordinance No. 12-2016 on May 24, 2016, granting Walmart an ad valorem tax exemption for a term of five (5) years, commencing with the first year the new improvements and personal property are added to the assessment roll, and lasting four (4) years thereafter, for forty percent (40%) of the City's ad valorem taxes for years 1 through 5.

4. **Annual Reports.** Walmart shall submit to the City an annual report on a form proscribed by the City, along with any necessary supporting documentation, providing evidence of continued compliance with the terms of this Agreement, and shall specifically provide evidence of continued compliance with the definition of a "new business" as set forth in section 196.012(14), Florida Statutes, for each of the five (5) years Walmart receives the ad valorem tax exemption. The annual report shall be provided to the City no later than January 31 of each year. Walmart shall also submit any other information or reports as the City Manager or City Council

may deem reasonably necessary for purposes of determining whether Walmart is complying with the terms and conditions of this Agreement.

5. **Compliance with Laws.** Walmart shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operation of its business within the City of Cocoa.

6. **Work is a Private Undertaking.** With regard to Walmart's business operation and compliance with applicable laws, rules, and regulations, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Walmart is such that Walmart is an independent contractor and not an agent of the City, and that this is not a business partnership or joint venture agreement. Walmart and its contractors, partners, agents, and employees are independent contractors and not employees of the City, and Walmart shall be in complete control over its business operations. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and Walmart, its contractors, partners, employees, or agents, under this Agreement.

7. **Compliance Monitoring.** Walmart agrees that City control and monitoring of the economic incentives granted hereunder is necessary to insure that Walmart's implementation of its obligations to the City set forth in this Agreement are in furtherance of the municipal purposes declared by the City herein.

8. **Term; Termination; Remedies.**

(a) *Term.* This Agreement shall become effective upon full execution by both parties hereto and shall terminate one (1) year after Walmart has received the full benefit of the ad valorem tax exemption granted pursuant to Section 3 herein, unless the Agreement is terminated pursuant to this Section.

(b) *Termination by City.* The City shall have the right to terminate this Agreement upon any material breach of any term or condition of this Agreement by Walmart; if Walmart is declared bankrupt or insolvent; if Walmart adopts a plan or resolution of liquidation of Walmart or sells substantially all of its assets; if Walmart engages in fraud or misleading compliance reporting against the City; or if a receiver or trustee is appointed on behalf of Walmart for purposes of taking control of substantially all of Walmart's assets within the City of Cocoa, or the said assets are judicially seized for any reason, and possession of said assets are not released to Walmart within ninety (90) days.

(c) *Termination by Walmart.* Walmart may terminate this Agreement in the event of a material breach of any provision of this Agreement by the City, which shall include, but not be limited to, failing to fulfill any of its legal obligations under Section 3, herein.

(d) *Notice; Opportunity to Cure.* Prior to exercising its right to terminate this Agreement, the terminating party shall provide written notice to the non-terminating party setting forth the reason for termination and providing the non-terminating party 15 days from receipt of

the notice to cure the alleged breach. If the alleged breach is not cured within said time period, this Agreement shall be deemed terminated, except with respect to any provision that affords a remedy in the event of a breach and any provision that expressly survives termination.

(e) *Remedies.* In the event of Walmart's breach of this Agreement, the City shall have the right to revoke the economic development incentives and to re-impose, in full, the ad valorem taxes waived pursuant to Section 3 herein, plus interest accrued at the maximum rate allowed by law. The City shall notify Walmart in writing regarding the revocation of the economic development incentives and such notice shall set forth the total sum due and owing to the City. Walmart shall reimburse the City within 30 days from Walmart's receipt of the City's notice unless Walmart cures the breach within 15 days of receiving the notice. Should Walmart fail to reimburse the City within 30 days, the City shall be entitled to recover the taxes due and owing to the City. Further, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in collecting said taxes through all appellate proceedings. Moreover, the City shall have the right to recover the taxes through any and all available legal means, including, but not limited to, reassessing taxes and assessments on the tax roles of Brevard County, Florida, and bringing an action in a state or federal court.

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

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

11. **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the parties have not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

12. **Attorney's Fees.** Unless otherwise provided herein, each party agrees to bear their own attorneys' fees and costs in furtherance of this Agreement.

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

14. **Waiver.** No failure to insist on the prompt performance by Walmart of its obligations under this Agreement shall be construed as a waiver by the City of its rights to

demand performance. Further, any waiver by the City of any breach or violation of Walmart's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation or impede the City's ability to enforce the terms of this Agreement.

15. **Notices.** All notices required or permitted under this Agreement and any written consents or approvals required hereunder shall be in writing (including telecopy communication) and shall be (as elected by the person giving such notice) hand-delivered by messenger or overnight courier service, telecopied or mailed by registered or certified mail (postage pre-paid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section:

To CITY:

John A. Titkanich, AICP
Cocoa City Manager
65 Stone Street
Cocoa, FL 32922

w/copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss & D'Agresta, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

To WALMART:

Wal-Mart Stores East, LP
Attn: GENERAL COUNSEL
702 SW 8th Street
Bentonville, AR 72716

Such notice, request or other communication shall be considered given and deemed delivered: (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telecopier if transmitted prior to 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day, provided that a copy of the notice is provided within two business days thereafter by one of the other methods permitted by this Section; or (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

16. **Indemnification and Hold Harmless.** Walmart shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or provision of the terms and conditions of this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Walmart, its agents, servants, officers, officials, employees, or subcontractors.

The obligations arising under this Section 16 shall survive the expiration or termination of this Agreement, as to claims or causes of action, and liabilities, expenses, losses,

costs, reasonable attorneys fees, damages, fines and penalties of every kind and character or incurred or suffered by the City as a result thereof, based upon events arising prior to the date of termination of this Agreement.

17. **Assignment.** This Agreement shall not be assigned by Walmart without the prior written consent of the City.

18. **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide additional economic incentives of any kind, other than as specifically provided herein.

19. **Conflict of Interest.** Walmart represents and warrants, and this Agreement is being made by the City in reliance thereon, that Walmart and its officers, employees, and agents are neither officers nor employees of the City. Further, that no consideration of any kind is being paid, transferred, or conveyed directly to any City officer or employee, or indirectly to any City officer or employee through some other third party including a relative or legal entity, for the City's commitment to enter into this Agreement.

20. **Representations of Walmart.** Walmart represents to the City that (i) Walmart is duly authorized to conduct business in Florida; (ii) Walmart has the authority to enter into this Agreement and to perform the requirements of this Agreement; (iii) to Walmart's best knowledge, Walmart's performance under this Agreement shall not violate any applicable judgment, order, law, or regulation; (iv) to Walmart's best knowledge, Walmart's performance under this Agreement shall not result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City; (v) Walmart shall have sufficient capital to perform its obligations under this Agreement; and (vi) Walmart does not require any third party consent to execute, deliver, and perform its obligations under this Agreement unless otherwise stated in this Agreement.

21. **Walmart's Continuing Disclosure Requirement.** Walmart must promptly notify the City of any developments that materially and adversely impact this Agreement and Walmart's obligations stated herein including, but not limited to, compliance with all applicable laws, rules, and regulations pertaining to clean air permits, initiation of any law suits or bankruptcy proceedings, sale or conveyance of real property, labor disputes, and changes in business operations.

22. **No Delegation of Police Power.** Walmart shall not pledge the credit of the City nor make the City a guarantor of payment or surety for any contract, debt, or obligation, judgment, lien, or any form of indebtedness. The parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's authority or police powers to Walmart.

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

The City of Cocoa,
a Florida municipal corporation.

John A. Titkanich, City Manager

Date: 5/24/2016

ATTEST:

Carie Shealy, City Clerk

WAL-MART STORES EAST, LP,
a foreign limited partnership.

Name: L B Johnson
Title: VP of Real Estate

Date: June 30, 2016

STATE OF Arkansas)
COUNTY OF Benton)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L B Johnson, VP of Real Estate of **WAL-MART STORES EAST, LP,** a foreign limited partnership, who is [✓] personally known to me or [ ] has produced _____ as identification.

JESSENIA CASTILLO
Notary Public-Arkansas
Benton County
My Commission Expires 07-09-2023
Commission # 12394586

Notary Public - State of Arkansas
Jessenia Castillo
Printed Name
My Commission Expires: 7/9/23

OFFICE OF ECONOMIC DEVELOPMENT
Communications and Economic
Development Department
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8522 | Fax: (321) 433-8526

ANNUAL REPORT
AD VALOREM TAX ABATEMENT PROGRAM

As required by Ordinance No. 01-2009 and Resolution No – 2014-18, this form is to be filed with the City of Cocoa City Council no later than January 31 of each year the exemption is desired.

1. Business Name: Wal-Mart Stores East, LP
   Mailing Address: 2608 SE J Street, Bentonville, AR 72716-0555

2. Name & Title of representative: David Norris
   Telephone: (479) 273-4000 E-mail: david.norris@walmart.com

3. Location of business (legal description and street address) for which this report is filed:
   4505 Highway 524, Cocoa, FL 32926

4. Description (including date of commencement of construction improvements) of the improvements to real property subject to reporting:
   Construction of a 460,000+ SF refrigerated warehouse and distribution facility
   Date of commencement of construction of improvements: Q4 2018

5. Description and purpose of the tangible personal property subject to reporting:
   Attach Exhibit A – Tangible Personal Property Annual Reporting
   $39,663,261.54 - See Attachment A - Tangible Personal Property Listing

6. Average value of inventory on hand: 229,664,822

7. Have you maintained the definition of a "New Business" or as an "Expansion of an Existing Business" as defined as a minimum of 10 new employees? Yes (X) No ( )

8. Please state the number of employees currently employed in Cocoa. 239
   Attach Exhibit B - Employment Annual Reporting spreadsheet and IRS Form 941

9. Average wage of current employees: $61,486.87

10. Number of full-time employees employed in Florida: 121,510

b. If an expansion of an existing business:

1. Net increase in employment: _____ or _____%
2. Increase in productive output resulting from this expansion: _____%

11. Average wage of employees hired after incentive approval: $61,486.87

12. For office space owned and used by a corporation newly domiciled in Florida:

a. Date of incorporation in Florida: _____

b. Number of full time employees at this location: _____

I agree to furnish such other reasonable information as the Cocoa City Council may request in regard to the exemption. I hereby certify that the information and valuation stated above by me is true, correct, and complete to the best of my knowledge and belief. If prepared by someone other than the taxpayer, his declaration is based on all information for which he has any knowledge.

DATE: 2/29/2024 SIGNED: Gregory W. Nunn (Preparer)

SIGNED: Gregory W. Nunn 2608 SE J Street, Ste 2. Bentonville, AR 72716 (Preparer's Address)

TITLE: Director (479) 360-2662 (Preparer's Telephone Number)

BREVARD COUNTY PROPERTY APPRAISER'S USE ONLY

I. Estimate of the revenue which will be lost to the City during the current fiscal year had the exempt property otherwise been subject to taxation: _____

_____

II. Estimate of the taxable value lost to the City:

Improvements to real property: _____

Personal property: _____

DATE: _____ SIGNED: _____ (Property Appraiser)

Tangible Personal Property
Annual Reporting

Company: Wal-Mart Stores East, LP

Capital Item	Date of Purchase	Quantity	Amount
FIXTURES-EQUIPMENT - STORES	4/30/2018	1	$550.93
NETWORK SERVICE EQUIPMENT	9/11/2018	1	$10,443.50
ACCESS CONTROL INSTALLATION	9/11/2018	1	$60,317.36
CCTV SYSTEM INSTALLATION	9/11/2018	1	$70,634.67
ALARM SYSTEM INSTALLATION	9/11/2018	1	$338,525.05
ACCESS CONTROL	9/11/2018	1	$42,844.97
CCTV SYSTEM	9/11/2018	1	$48,467.16
ALARM SYSTEM	9/11/2018	1	$57,422.51
EXTERIOR SIGNING	9/11/2018	1	$111,770.12
WAREHOUSING EQUIPMENT AND SUPPLIES	9/11/2018	1	$1,728,531.17
SHELVING AND STORAGE	9/11/2018	1	$3,120.95
HEAVY EQUIPMENT COMPONENTS	9/11/2018	1	$373.28
COMPRESSORS	9/11/2018	1	$9,295.41
WELDING MACHINERY	9/11/2018	1	$10,930.74
OFFICE FURNITURE	9/11/2018	1	$272,896.89
DATACOM/NETWRK CONNECT INSTAL DEVICE/EQP	9/11/2018	1	$1,113,085.11
FORKLIFTS	9/11/2018	1	$12,134.00
CABLING LABOR	9/11/2018	1	$279,885.94
CABLING MATERIALS	9/11/2018	1	$518,663.98
UPS, GENERATOR - ISD	9/11/2018	1	$1,075,600.93
REFRIGERATION VALVES	9/11/2018	1	$3,879.61
GENERATORS	9/11/2018	1	$55,958.71
RACKING EQUIPMENT	9/11/2018	1	$61,807.79
RACKING EQUIPMENT	9/11/2018	1	$3,717,245.38
RACKING EQUIPMENT	9/11/2018	1	$3,373.00
RACKING EQUIPMENT	9/11/2018	1	$430,979.62
RACKING EQUIPMENT	9/11/2018	1	$4,728,467.69
RACKING EQUIPMENT	9/11/2018	1	$2,733.36
RACKING EQUIPMENT	9/11/2018	1	$28,643.93
RACKING EQUIPMENT	9/11/2018	1	$2,606.61
RACKING EQUIPMENT	9/11/2018	1	$2,827.77
RACKING EQUIPMENT	9/11/2018	1	$6,675.55
RACKING EQUIPMENT	9/11/2018	1	$20,416.28
RACKING EQUIPMENT	9/11/2018	1	$11,527.85
MISC REFRIGERATION REPAIR	9/11/2018	1	$5,332.52
Part 5ZG55Level Torpedo 7 1-2in	9/11/2018	1	$3,568.83
FREEZER BIBS	9/11/2018	1	$71,190.91
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$3,059.05
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$18,827.50
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$77,023.22
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$34,327.52

Tangible Personal Property
Annual Reporting

Company: Wal-Mart Stores East, LP

Capital Item	Date of Purchase	Quantity	Amount
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$261,173.89
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$279,315.29
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$232.97
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$115,305.94
FORKLIFTS	9/11/2018	1	$30,222.90
UP040AA MISCELLANEOUS LABOR	9/11/2018	1	$10,655.20
FREIGHT	9/11/2018	1	$2,373.53
FREIGHT	9/11/2018	1	$600.27
RACK SMART ROW DCX – SKID DESIGN	9/11/2018	1	$335,488.84
WASHBAY EQUIPMENT	9/11/2018	1	$336,500.00
Sweeper/Scrubber-Rider-Tennant M20	9/11/2018	1	$81,896.42
MISC WAREHOUSE EQUIPMENT TOOLS ETC	9/11/2018	1	$1,146.41
YARD TRACTORS	9/11/2018	1	$312,147.48
RACKING EQUIPMENT	9/11/2018	1	$47,524.84
BNCM_1001_500 COMBO CORNER MOUNT BRACKET	9/11/2018	1	$217.28
COMPANY VEHICLE	9/11/2018	1	$33,260.48
GC REFRIGERATION INSTALLATION	9/11/2018	1	$16,726,952.50
STANDALONE ENV POLICY PREMIUM FEE TAX	9/11/2018	1	$8,735.81
COMPUTER EQUIPMENT	10/31/2018	1	$822.17
BATTERIES AND CELLS AND ACCESSORIES	1/4/2019	1	$16,211.88
FIXTURES-EQUIPMENT - STORES	5/31/2019	1	$78,141.32
COMPUTERS	5/31/2019	1	$3,588.65
PERISHABLE DOORS	9/24/2019	1	$4,642.73
Lockout / Tagout Procedures phase id 378	1/8/2020	1	$22,915.69
56101500-INSTALL	1/22/2020	1	$24,633.70
HARDWARE	1/31/2020	1	$2,140.00
COMPUTER DATA INPUT DEVICES	1/31/2020	1	$17,426.22
CABLING LABOR	1/31/2020	1	$52.46
CRW 136579-002 SIDESHIFTER CASCADE 959 C	4/1/2020	1	$1,232.99
CRW138382-002 LBR 39X36"	4/1/2020	1	$1,460.03
CRW160427-042 FORK ASSEMBLY 1.75 X 4/42	4/1/2020	1	$1,547.98
DOCK PLATES BUMPERS DOORS ETC	5/1/2020	1	$5,906.40
FIXTURES-EQUIPMENT - STORES	5/31/2020	1	$570.00
EMS - REFRIGERATION CONTROLS	12/16/2020	1	$1,492.65
REFRIG. EQUIPT.-CONDENSERS, COMPRESSORS	12/20/2020	1	$126,928.75
WAREHOUSE SHELVING & STORAGE	12/20/2020	1	$841,778.91
FIRE PROTECTION EQUIPMENT	12/20/2020	1	$628,180.00
WAREHOUSING EQUIPMENT AND SUPPLIES	12/20/2020	1	$3,708.02
COMPUTER DATA INPUT DEVICES	12/30/2020	1	$963.25
M-2505	1/13/2021	1	$113,157.30
COMPUTERS	1/25/2021	1	$526.66

Tangible Personal Property
Annual Reporting

Company: Wal-Mart Stores East, LP

Capital Item	Date of Purchase	Quantity	Amount
COMPUTER DATA INPUT DEVICES	1/25/2021	1	$259,324.60
CABLING LABOR	1/27/2021	1	$6,838.20
CABLING MATERIALS	1/27/2021	1	$1,527.96
HARDWARE	1/28/2021	1	$34,018.74
HARDWARE	1/28/2021	1	$21,383.95
HARDWARE	1/28/2021	1	$26,269.45
CCTV/TRANSFERRED EQUIPMENT	1/29/2021	1	$2,279.64
ACCESS CONTROL	1/29/2021	1	$5,143.49
FIXTURES-EQUIPMENT - STORES	1/31/2021	1	$3,105.00
LIFTING EQUIPMENT AND ACCESSORIES	1/31/2021	1	$931,404.74
COMPUTERS	1/31/2021	1	$8,120.76
MMDelPre5550i92.4 GHz 8C 32GBRM512GbSSDQdro4GB109	3/26/2021	1	$2,513.03
HARDWARE	4/30/2021	1	$2,401.18
COMPUTER DATA INPUT DEVICES	4/30/2021	1	$2,988.63
COMPUTERS	4/30/2021	1	$19,044.28
FORKLIFTS	6/1/2021	1	$292,383.44
GENERAL DOCK PRODUCTS	8/5/2021	1	$8,110.60
ADS 100 Digital Tool	10/1/2021	1	$6,287.00
Toughbook Laptop	10/6/2021	1	$8,318.28
WAREHOUSING EQUIPMENT AND SUPPLIES	10/15/2021	1	$26,142.09
WAREHOUSE SHELVING & STORAGE	10/15/2021	1	$20,437.35
MM-DelPre5560i98C32GB RAM512SSDA20004GB 148	10/27/2021	1	$3,119.66
Battery Charger	11/2/2021	1	$9,331.55
SHOP TOOLS	11/3/2021	1	$18,795.29
SHOP TOOLS	11/3/2021	1	$10,730.06
Forklift	11/4/2021	1	$32,225.00
Hunter Alignment Machine	11/8/2021	1	$48,043.78
Air compressor	11/10/2021	1	$8,050.57
Shop Tools	11/10/2021	1	$9,286.25
SHRINK WRAP MACHINES	11/17/2021	1	$109,217.28
SHOP TOOLS	11/17/2021	1	$5,914.02
Shop Tools	11/19/2021	1	$26,385.47
FIXTURES-EQUIPMENT - STORES	11/30/2021	1	$3,502.00
FIXTURES-EQUIPMENT - STORES	11/30/2021	1	$1,983.19
FIXTURES-EQUIPMENT - STORES	11/30/2021	1	$624.71
SHOP TOOLS	12/9/2021	1	$12,151.84
FORKLIFTS	12/10/2021	1	$36,773.16
Shop Tools	12/15/2021	1	$1,776.98
Floor Scrubber	12/17/2021	1	$7,294.86
SHOP TOOLS	12/17/2021	1	$576.40
SHOP TOOLS	12/22/2021	1	$498.97

Tangible Personal Property
Annual Reporting

Company: Wal-Mart Stores East, LP

Capital Item	Date of Purchase	Quantity	Amount
Shop Tools	12/22/2021	1	$3,010.40
Shop Tools	12/22/2021	1	$58,151.76
SHRINK WRAP MACHINES	1/10/2022	1	$11,168.13
Washbay Vacuum	1/18/2022	1	$2,098.25
Column Lift	1/24/2022	1	$27,713.20
ESCO Oil Exchanger	1/26/2022	1	$13,392.00
ESCO Fuel Recycler	1/26/2022	1	$2,901.14
COMPUTERS	1/31/2022	1	$52,343.16
FIXTURES-EQUIPMENT - STORES	1/31/2022	1	$950.00
FIXTURES-EQUIPMENT - STORES	1/31/2022	1	$575.36
DIG.MOB.NETWORK INFRASTRUCT EQUIP & PART	2/28/2022	1	$2,653.90
CABLING LABOR	2/28/2022	1	$1,016.50
CABLING LABOR	2/28/2022	1	$1,053.95
COMPUTER DATA INPUT DEVICES	2/28/2022	1	$743.08
COMPUTER DATA INPUT DEVICES	2/28/2022	1	$147,108.35
COMPUTERS	2/28/2022	1	$11,380.53
Ladder/Cage	4/22/2022	1	$3,291.32
FIXTURES-EQUIPMENT - STORES	4/30/2022	1	$1,920.19
Easy Scan & Diagnostic Harness	5/5/2022	1	$849.77
Pit Covers	5/6/2022	1	$7,914.47
24102100-INSTALL	5/15/2022	1	$24,182.00
SHRINK WRAP MACHINES	6/3/2022	1	$5,475.54
23152900-INSTALL	6/3/2022	1	$6,420.00
DOCK PLATES BUMPERS DOORS ETC	6/16/2022	1	$35,307.86
OFF THE SHELF VENDOR SOFTWARE	7/14/2022	1	$2,595.40
Network Data Line Drops	7/22/2022	1	$6,642.31
23152900-INSTALL	7/25/2022	1	$9,095.00
SHRINK WRAP MACHINES	8/5/2022	1	$109,739.20
LOCKER FIXTURES AND EQUIPMENT	8/31/2022	1	$27,434.80
46171500-INSTALL	8/31/2022	1	$1,605.00
FIXTURES-EQUIPMENT - STORES	8/31/2022	1	$4,356.90
FIXTURES-EQUIPMENT - STORES	8/31/2022	1	$1,606.04
2 way radio for yard to shop	9/13/2022	1	$2,823.40
DOCK PLATES BUMPERS DOORS ETC	9/21/2022	1	$50,964.10
M-2646	9/26/2022	1	$128,272.67
FIXTURES-EQUIPMENT - STORES	9/30/2022	1	$4,075.00
FIXTURES-EQUIPMENT - STORES	9/30/2022	1	$3,200.00
RC5745-40-190 w/dbl. function Hydraulics	10/18/2022	1	$88,928.16
DOCK PLATES BUMPERS DOORS ETC	11/15/2022	1	$34,828.50
MISC REFRIGERATION REPAIR	11/18/2022	1	$43,982.99
FIXTURES-EQUIPMENT - STORES	11/30/2022	1	$641.11

Tangible Personal Property
Annual Reporting

Company: Wal-Mart Stores East, LP

Capital Item	Date of Purchase	Quantity	Amount
REFRIGERATION UNITS	12/31/2022	1	$53,544.74
24101800-INTALL	1/6/2023	1	$22,068.75
Lift Gate	1/9/2023	1	$2,313.41
OFF THE SHELF VENDOR SOFTWARE	1/13/2023	1	$5,632.66
REFRIGERATION VALVES	1/24/2023	1	$12,276.89
ISD EQUIPEMENT FREIGHT ALLOCATION	1/31/2023	1	$1,739.04
COMPUTERS	1/31/2023	1	$34,429.20
HARDWARE	1/31/2023	1	$35,928.70
COMPUTERS	1/31/2023	1	$1,656.23
COMPUTERS	1/31/2023	1	$3,710.07
COMPUTER PRINTERS	3/28/2023	1	$59,995.37
ROLLOFF CONTAINER INSTILLATION	5/18/2023	1	$30,601.73
FIXTURES-EQUIPMENT - STORES	5/31/2023	1	$1,525.00
DOCK PLATES BUMPERS DOORS ETC	6/14/2023	1	$53,585.60
SNOW PLOW	6/14/2023	1	$28,930.27
FIXTURES-EQUIPMENT - STORES	6/30/2023	1	$3,012.10
COMPUTERS	6/30/2023	1	$25,963.06
3RD PARTY SOFTWARE / LICENSES (2 YR)	6/30/2023	1	$40,800.00
ISD EQUIPEMENT FREIGHT ALLOCATION	6/30/2023	1	$681.59
MODIFIED 3RD PARTY SOFTWARE	6/30/2023	1	$5,325.39
3RD PARTY DEVELOPED SOFTWARE	6/30/2023	1	$2,140.00
HARDWARE	6/30/2023	1	$1,771.85
NETWORK SERVICE EQUIPMENT	6/30/2023	1	$600.00
TELEPHONY EQUIPMENT	6/30/2023	1	$3,359.80
COMPUTERS	6/30/2023	1	$4,276.43
ISD EQUIPEMENT FREIGHT ALLOCATION	6/30/2023	1	$406.60
DIG.MOB.NETWORK INFRASTRUCT EQUIP & PART	6/30/2023	1	$68,353.15
CABLING MATERIALS	6/30/2023	1	$3,210.00
CABLING LABOR	6/30/2023	1	$45,306.82
3RD PARTY SOFTWARE / LICENSES (3 YR)	6/30/2023	1	$101,715.39
24101800-INTALL	7/28/2023	1	$11,336.65
trs service truck lift gate	8/2/2023	1	$2,653.11
DOCK PLATES BUMPERS DOORS ETC	8/17/2023	1	$21,545.52
PERISHABLE DOORS	8/17/2023	1	$57,716.37
24102100-INSTALL	8/17/2023	1	$16,585.00
FIXTURES-EQUIPMENT - STORES	8/31/2023	1	$2,610.19
FIXTURES-EQUIPMENT - STORES	8/31/2023	1	$989.81
FIXTURES-EQUIPMENT - STORES	8/31/2023	1	$1,250.53
DELL PRE 5570 16 I9 12900H 32GB RAM 512SSD 2601	8/31/2023	1	$2,615.96
BATTERY EQUIPMENT	9/19/2023	1	$11,724.85
OFF THE SHELF VENDOR SOFTWARE	9/26/2023	1	$2,571.17

Tangible Personal Property
Annual Reporting

Company: Wal-Mart Stores East, LP

Capital Item	Date of Purchase	Quantity	Amount
PUMPS AND EQUIPMENT	10/11/2023	1	$23,070.27
40151500-INSTALL	10/11/2023	1	$12,337.10
WAREHOUSING EQUIPMENT AND SUPPLIES	10/24/2023	1	$83,944.90
40151500-INSTALL	10/26/2023	1	$3,482.85
COMPRESSOR PACKAGES	10/26/2023	1	$4,609.56
40151616- INSTALL	10/26/2023	1	$4,044.60
PUMPS AND EQUIPMENT	10/26/2023	1	$299.60
FIXTURES-EQUIPMENT - STORES	11/30/2023	1	$1,500.00
FIXTURES-EQUIPMENT - STORES	11/30/2023	1	$3,190.35
FIXTURES-EQUIPMENT - STORES	11/30/2023	1	$1,209.80
AIR COMPRESSOR SYSTEM	12/15/2023	1	$65,863.18
40151600-INSTALL	12/15/2023	1	$1,219.80
M-2916	12/25/2023	1	$151,009.10
FIXTURES-EQUIPMENT - STORES	12/31/2023	1	$1,816.36
FIXTURES-EQUIPMENT - STORES	12/31/2023	1	$4,725.00
Total			**$39,663,261.54**

Employment Annual Reporting
Annual Reporting
Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Manager	493110	1		$ 171,077.00	12/6/2019
Manager	493110	1		$ 151,652.00	1/19/2018
Manager	493110	1		$ 139,742.00	5/10/2019
Manager	493110	1		$ 128,789.00	1/19/2018
Manager	493110	1		$ 126,263.00	11/30/2020
Manager	493110	1		$ 125,385.00	1/19/2018
Manager	493110	1		$ 125,236.00	3/30/2018
Manager	493110	1		$ 124,870.00	3/30/2018
Manager	493110	1		$ 121,525.00	5/11/2018
Manager	493110	1		$ 112,570.00	5/11/2018
Manager	493110	1		$ 104,296.00	3/30/2018
Manager	493110	1		$ 102,190.00	3/30/2018
Manager	493110	1		$ 99,189.00	2/28/2022
Manager	493110	1		$ 97,451.00	4/13/2018
Manager	493110	1		$ 97,334.00	3/30/2018
Manager	493110	1		$ 97,254.00	4/30/2018
Manager	493110	1		$ 97,062.00	2/16/2018
Manager	493110	1		$ 95,302.00	7/20/2018
Manager	493110	1		$ 91,249.00	9/27/2019
Manager	493110	1		$ 89,773.00	11/8/2019
Manager	493110	1		$ 87,308.00	2/16/2018
Manager	493110	1		$ 87,251.00	2/15/2019
Manager	493110	1		$ 86,884.00	4/30/2018
Manager	493110	1		$ 86,725.00	7/5/2019
Manager	493110	1		$ 84,265.00	3/29/2021
Manager	493110	1		$ 83,656.00	12/21/2018
Manager	493110	1		$ 82,500.00	7/20/2018
Manager	493110	1		$ 82,314.00	7/16/2018
Manager	493110	1		$ 82,270.00	3/8/2021
Manager	493110	1		$ 82,137.00	7/2/2018
Manager	493110	1		$ 81,922.00	1/20/2020
Manager	493110	1		$ 81,310.00	6/25/2018
Manager	493110	1		$ 81,162.00	7/16/2018
Manager	493110	1		$ 80,992.00	7/23/2018
Manager	493110	1		$ 80,711.00	4/9/2022
Manager	493110	1		$ 80,035.00	7/23/2018
Manager	493110	1		$ 79,913.00	9/13/2021
Warehouse Associate	493110	1		$ 78,684.00	7/9/2018

Employment Annual Reporting
Annual Reporting
Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Manager	493110	1		$ 78,071.00	7/9/2018
Warehouse Associate	493110	1		$ 77,782.00	7/19/2021
Manager	493110	1		$ 77,153.00	4/30/2018
Warehouse Associate	493110	1		$ 76,534.00	8/30/2021
Warehouse Associate	493110	1		$ 76,525.00	8/20/2018
Warehouse Associate	493110	1		$ 76,312.00	11/15/2021
Warehouse Associate	493110	1		$ 76,135.00	2/28/2021
Warehouse Associate	493110	1		$ 75,850.00	6/22/2018
Warehouse Associate	493110	1		$ 75,448.00	4/13/2018
Manager	493110	1		$ 75,011.00	3/30/2018
Manager	493110	1		$ 75,006.00	6/21/2021
Warehouse Associate	493110	1		$ 74,733.00	4/13/2018
Warehouse Associate	493110	1		$ 73,217.00	7/2/2018
Warehouse Associate	493110	1		$ 73,108.00	4/26/2021
Warehouse Associate	493110	1		$ 72,742.00	3/4/2020
Warehouse Associate	493110	1		$ 72,410.00	11/11/2019
Warehouse Associate	493110	1		$ 72,275.00	8/17/2020
Warehouse Associate	493110	1		$ 71,653.00	4/29/2019
Warehouse Associate	493110	1		$ 71,087.00	5/18/2020
Warehouse Associate	493110	1		$ 70,453.00	5/14/2018
Warehouse Associate	493110	1		$ 70,409.00	6/15/2020
Manager	493110	1		$ 69,661.00	7/20/2018
Warehouse Associate	493110	1		$ 69,651.00	8/17/2020
Warehouse Associate	493110	1		$ 68,726.00	2/15/2021
Warehouse Associate	493110	1		$ 68,346.00	4/13/2018
Warehouse Associate	493110	1		$ 68,261.00	11/8/2021
Warehouse Associate	493110	1		$ 68,013.00	4/30/2018
Warehouse Associate	493110	1		$ 67,869.00	3/29/2021
Warehouse Associate	493110	1		$ 67,559.00	9/6/2021
Warehouse Associate	493110	1		$ 67,170.00	9/29/2018
Warehouse Associate	493110	1		$ 66,851.00	5/11/2018
Warehouse Associate	493110	1		$ 66,824.00	6/8/2018
Warehouse Associate	493110	1		$ 66,594.00	7/2/2018
Warehouse Associate	493110	1		$ 66,291.00	10/29/2019
Warehouse Associate	493110	1		$ 66,199.00	7/16/2018
Warehouse Associate	493110	1		$ 66,191.00	7/6/2018
Warehouse Associate	493110	1		$ 65,609.00	11/15/2021
Warehouse Associate	493110	1		$ 65,227.00	5/11/2018

Employment Annual Reporting
Annual Reporting
Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 64,458.00	7/19/2021
Warehouse Associate	493110	1		$ 64,163.00	12/9/2019
Warehouse Associate	493110	1		$ 63,968.00	10/4/2021
Warehouse Associate	493110	1		$ 63,923.00	9/17/2018
Warehouse Associate	493110	1		$ 63,762.00	4/13/2018
Warehouse Associate	493110	1		$ 63,295.00	2/4/2019
Warehouse Associate	493110	1		$ 63,203.00	7/23/2018
Warehouse Associate	493110	1		$ 63,116.00	12/10/2018
Warehouse Associate	493110	1		$ 63,057.00	5/18/2020
Warehouse Associate	493110	1		$ 62,908.00	7/20/2018
Warehouse Associate	493110	1		$ 62,157.00	7/20/2018
Warehouse Associate	493110	1		$ 62,018.00	9/17/2018
Warehouse Associate	493110	1		$ 61,879.00	10/15/2018
Warehouse Associate	493110	1		$ 61,763.00	9/3/2018
Warehouse Associate	493110	1		$ 61,548.00	6/8/2018
Warehouse Associate	493110	1		$ 61,472.00	6/7/2021
Warehouse Associate	493110	1		$ 61,263.00	4/13/2018
Warehouse Associate	493110	1		$ 61,120.00	7/9/2018
Warehouse Associate	493110	1		$ 61,029.00	7/9/2018
Warehouse Associate	493110	1		$ 61,020.00	7/22/2018
Warehouse Associate	493110	1		$ 60,936.00	12/16/2019
Warehouse Associate	493110	1		$ 60,797.00	4/13/2018
Warehouse Associate	493110	1		$ 60,693.00	11/9/2020
Warehouse Associate	493110	1		$ 59,035.00	7/12/2021
Warehouse Associate	493110	1		$ 58,938.00	7/23/2018
Warehouse Associate	493110	1		$ 58,807.00	9/20/2021
Warehouse Associate	493110	1		$ 58,807.00	7/22/2019
Warehouse Associate	493110	1		$ 58,589.00	3/1/2021
Warehouse Associate	493110	1		$ 58,589.00	6/7/2021
Warehouse Associate	493110	1		$ 58,529.00	3/1/2021
Warehouse Associate	493110	1		$ 58,489.00	11/23/2018
Warehouse Associate	493110	1		$ 58,483.00	4/4/2022
Warehouse Associate	493110	1		$ 58,413.00	9/13/2021
Warehouse Associate	493110	1		$ 58,367.00	7/6/2018
Warehouse Associate	493110	1		$ 58,287.00	8/3/2020
Warehouse Associate	493110	1		$ 58,284.00	2/15/2021
Warehouse Associate	493110	1		$ 58,229.00	3/8/2021
Warehouse Associate	493110	1		$ 57,344.00	2/20/2018

Employment Annual Reporting
Annual Reporting
Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 57,276.00	7/16/2018
Warehouse Associate	493110	1		$ 57,238.00	3/29/2021
Warehouse Associate	493110	1		$ 57,206.00	1/9/2018
Warehouse Associate	493110	1		$ 57,108.00	7/2/2018
Warehouse Associate	493110	1		$ 57,050.00	6/8/2018
Warehouse Associate	493110	1		$ 56,734.00	10/7/2019
Warehouse Associate	493110	1		$ 56,581.00	2/14/2022
Warehouse Associate	493110	1		$ 56,393.00	8/2/2021
Warehouse Associate	493110	1		$ 56,341.00	8/31/2018
Warehouse Associate	493110	1		$ 56,304.00	5/29/2018
Warehouse Associate	493110	1		$ 56,043.00	1/31/2022
Warehouse Associate	493110	1		$ 55,858.00	7/20/2018
Warehouse Associate	493110	1		$ 55,764.00	10/28/2019
Warehouse Associate	493110	1		$ 55,656.00	3/16/2022
Warehouse Associate	493110	1		$ 55,558.00	9/16/2019
Warehouse Associate	493110	1		$ 55,556.00	7/19/2021
Warehouse Associate	493110	1		$ 55,348.00	3/27/2018
Warehouse Associate	493110	1		$ 55,299.00	2/7/2022
Warehouse Associate	493110	1		$ 55,269.00	5/29/2018
Warehouse Associate	493110	1		$ 55,053.00	7/23/2018
Warehouse Associate	493110	1		$ 54,945.00	2/15/2021
Warehouse Associate	493110	1		$ 54,937.00	4/16/2018
Warehouse Associate	493110	1		$ 54,600.00	8/20/2018
Warehouse Associate	493110	1		$ 54,377.00	7/20/2018
Warehouse Associate	493110	1		$ 54,162.00	6/8/2018
Warehouse Associate	493110	1		$ 54,038.00	9/14/2020
Warehouse Associate	493110	1		$ 54,028.00	7/6/2018
Warehouse Associate	493110	1		$ 53,894.00	2/15/2021
Warehouse Associate	493110	1		$ 53,798.00	5/17/2021
Warehouse Associate	493110	1		$ 53,723.00	8/15/2021
Warehouse Associate	493110	1		$ 53,427.00	11/9/2020
Warehouse Associate	493110	1		$ 53,313.00	7/16/2018
Warehouse Associate	493110	1		$ 53,114.00	8/3/2020
Warehouse Associate	493110	1		$ 53,093.00	5/3/2021
Warehouse Associate	493110	1		$ 52,708.00	7/9/2018
Warehouse Associate	493110	1		$ 52,552.00	8/16/2021
Warehouse Associate	493110	1		$ 52,467.00	5/16/2022
Warehouse Associate	493110	1		$ 52,424.00	5/31/2021

Employment Annual Reporting
Annual Reporting
Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 52,413.00	4/1/2021
Warehouse Associate	493110	1		$ 52,173.00	7/23/2018
Warehouse Associate	493110	1		$ 51,954.00	6/14/2021
Warehouse Associate	493110	1		$ 51,943.00	8/12/2019
Warehouse Associate	493110	1		$ 51,920.00	1/30/2022
Warehouse Associate	493110	1		$ 51,912.00	1/10/2022
Warehouse Associate	493110	1		$ 51,816.00	5/11/2018
Warehouse Associate	493110	1		$ 51,298.00	2/22/2022
Warehouse Associate	493110	1		$ 51,275.00	9/20/2021
Warehouse Associate	493110	1		$ 51,234.00	3/1/2019
Warehouse Associate	493110	1		$ 51,233.00	1/24/2022
Warehouse Associate	493110	1		$ 51,031.00	6/7/2021
Warehouse Associate	493110	1		$ 50,835.00	6/1/2020
Warehouse Associate	493110	1		$ 50,623.00	6/7/2021
Warehouse Associate	493110	1		$ 50,609.00	4/13/2018
Warehouse Associate	493110	1		$ 50,444.00	7/23/2018
Warehouse Associate	493110	1		$ 50,373.00	5/28/2018
Warehouse Associate	493110	1		$ 50,334.00	10/22/2023
Warehouse Associate	493110	1		$ 50,303.00	12/30/2019
Warehouse Associate	493110	1		$ 50,124.00	10/25/2021
Warehouse Associate	493110	1		$ 50,078.00	11/29/2021
Warehouse Associate	493110	1		$ 49,951.00	4/25/2022
Warehouse Associate	493110	1		$ 49,647.00	8/16/2021
Warehouse Associate	493110	1		$ 49,363.00	7/20/2018
Warehouse Associate	493110	1		$ 49,347.00	6/14/2021
Warehouse Associate	493110	1		$ 48,875.00	3/1/2021
Warehouse Associate	493110	1		$ 48,380.00	8/2/2021
Warehouse Associate	493110	1		$ 48,314.00	10/11/2021
Warehouse Associate	493110	1		$ 48,207.00	4/30/2018
Warehouse Associate	493110	1		$ 48,143.00	2/15/2021
Warehouse Associate	493110	1		$ 47,564.00	8/9/2021
Warehouse Associate	493110	1		$ 47,543.00	3/22/2021
Warehouse Associate	493110	1		$ 47,297.00	6/13/2021
Warehouse Associate	493110	1		$ 47,209.00	7/19/2021
Warehouse Associate	493110	1		$ 46,473.60	3/12/2023
Warehouse Associate	493110	1		$ 46,089.33	3/26/2023
Warehouse Associate	493110	1		$ 46,074.00	10/29/2023
Warehouse Associate	493110	1		$ 45,847.00	11/9/2020

Employment Annual Reporting
Annual Reporting
Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 45,731.00	12/12/2022
Warehouse Associate	493110	1		$ 45,588.00	10/30/2023
Warehouse Associate	493110	1		$ 44,956.80	3/12/2023
Warehouse Associate	493110	1		$ 44,838.55	1/29/2023
Warehouse Associate	493110	1		$ 44,621.00	6/7/2021
Warehouse Associate	493110	1		$ 44,311.00	12/12/2022
Warehouse Associate	493110	1		$ 44,247.00	10/11/2021
Warehouse Associate	493110	1		$ 44,055.00	11/29/2021
Warehouse Associate	493110	1		$ 43,926.00	10/29/2023
Warehouse Associate	493110	1		$ 43,848.00	10/29/2023
Warehouse Associate	493110	1		$ 43,776.00	7/30/2023
Warehouse Associate	493110	1		$ 43,588.00	3/26/2023
Warehouse Associate	493110	1		$ 43,056.00	11/5/2023
Warehouse Associate	493110	1		$ 42,472.00	7/2/2023
Warehouse Associate	493110	1		$ 41,336.00	9/24/2023
Warehouse Associate	493110	1		$ 39,568.00	9/24/2023
Warehouse Associate	493110	1		$ 39,392.00	10/8/2023
Warehouse Associate	493110	1		$ 39,390.00	10/22/2023
Warehouse Associate	493110	1		$ 39,354.00	10/29/2023
Warehouse Associate	493110	1		$ 39,339.27	2/12/2023
Warehouse Associate	493110	1		$ 39,221.33	4/9/2023
Warehouse Associate	493110	1		$ 39,156.00	9/24/2023
Warehouse Associate	493110	1		$ 38,690.18	2/12/2023
Warehouse Associate	493110	1		$ 38,646.00	8/27/2023
Warehouse Associate	493110	1		$ 38,460.00	10/22/2023
Warehouse Associate	493110	1		$ 38,268.00	2/26/2023
Warehouse Associate	493110	1		$ 38,238.00	11/5/2023
Warehouse Associate	493110	1		$ 37,974.00	11/5/2023
Warehouse Associate	493110	1		$ 37,814.40	11/19/2023
Warehouse Associate	493110	1		$ 37,741.00	1/15/2023
Warehouse Associate	493110	1		$ 37,648.00	10/8/2023
Warehouse Associate	493110	1		$ 37,230.00	7/2/2023
Warehouse Associate	493110	1		$ 37,123.64	2/12/2023
Warehouse Associate	493110	1		$ 36,880.00	7/2/2023
Warehouse Associate	493110	1		$ 35,715.00	1/15/2023
Warehouse Associate	493110	1		$ 35,599.50	5/7/2023
Warehouse Associate	493110	1		$ 35,592.00	9/10/2023
Warehouse Associate	493110	1		$ 35,378.40	8/13/2023

Employment Annual Reporting
Annual Reporting
Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 35,196.00	1/1/2023
Warehouse Associate	493110	1		$ 35,092.36	2/12/2023
Warehouse Associate	493110	1		$ 35,050.50	5/7/2023
Warehouse Associate	493110	1		$ 34,629.60	8/13/2023
Warehouse Associate	493110	1		$ 34,389.00	9/10/2023
Warehouse Associate	493110	1		$ 34,239.43	6/18/2023
Warehouse Associate	493110	1		$ 34,221.60	8/13/2023
Warehouse Associate	493110	1		$ 34,218.00	11/19/2023
Warehouse Associate	493110	1		$ 34,150.29	6/4/2023
Warehouse Associate	493110	1		$ 34,112.00	10/15/2023
Warehouse Associate	493110	1		$ 33,867.00	9/10/2023
Total		239		$ 61,486.87	

Selection Criteria:
Juris. Code: FL-0000;

WAL-MART ASSOCIATES, INC.

SUI Tax/Wage Report by State

Quarter 4 of 2023

Today's Date: 2/22/2024
Time: 9:04 PM

Company	Rate	Number of Employees Mth 1	Mth 2	Mth 3	Gross Wages	Excess Wages	Taxable Wages	Tax Due
FLORIDA								
01WS WAL-MART ASSOCIATES, INC. State ID: 1597688-8								
SUI Tax 05-08008-2206060-100010								
01WS WAL-MART ASSOCIATES, INC.	0.0064000	120186	122086	121510	951,660,821.83	856,540,241.66	95,120,580.17	608,771.71
TOTAL SUI TAX		120186	122086	121510	951,660,821.83	856,540,241.66	95,120,580.17	608,771.71
TOTAL COMBINE 01WS FLORIDA		**120186**	**122086**	**121510**				**608,771.71**
***TOTAL FLORIDA**		**120186**	**122086**	**121510**	**951,660,821.83**	**856,540,241.66**	**95,120,580.17**	**608,771.71**
***Grand Total:**		**120186**	**122086**	**121510**		**856,540,241.66**		**608,771.71**
					951,660,821.83		**95,120,580.17**	

*Total on wages indicate only SUI TAX type

[LTtax*NET: rptSUIRptByState2]

Legislation Details (With Text)

File #:	24-134	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/12/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Classification Report February 2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 12, 2024
Agenda Date: March 26, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending February 29th, 2024 (FY24) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This February 2024 (FY24) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.
- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
- Budget - represents either the current period or year to date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2024 Budget by Classification Report - Summary Listing

2/29/2024

Target for February 2024 is 42%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 14,423,032	$ -	$ 10,978,571	$ 3,444,461	76%
OTHER PERMITS AND FEES	$ 5,181,777	$ -	$ 3,479,027	$ 1,702,750	67%
INTERGOVERNMENTAL	$ 2,867,145	$ -	$ 5,150,865	$ (2,283,720)	180%
CHARGES FOR SERVICES	$ 7,786,730	$ -	$ 3,320,481	$ 4,466,249	43%
FINES AND FORFEITURES	$ 15,000	$ -	$ 4,227	$ 10,773	28%
MISCELLANEOUS	$ 1,194,945	$ -	$ 1,779,242	$ (584,297)	149%
****OTHER SOURCES (NON-REVENUE)**	$ 30,513,737	$ -	$ 7,448,597	$ 23,065,140	24%
REVENUE TOTALS	**$ 61,982,366**	**$ -**	**$ 32,161,010**	**$ 29,821,356**	**52%**
EXPENSE					
SALARIES AND BENEFITS	$ 29,618,563	$ 3,145	$ 9,982,748	$ 19,632,670	34%
OPERATING EXPENDITURES	$ 20,693,120	$ 4,306,167	$ 6,164,407	$ 10,222,546	30%
CAPITAL OUTLAY	$ 8,969,456	$ 5,713,610	$ 1,302,941	$ 1,952,905	15%
GRANTS, AIDS AND OTHER	$ 1,626,501	$ 30,156	$ 1,563,845	$ 32,500	96%
NON-OPERATING USES	$ 1,074,726	$ -	$ 447,760	$ 626,966	42%
EXPENSE TOTALS	**$ 61,982,366**	**$ 10,053,078**	**$ 19,461,702**	**$ 32,467,586**	**48%**
REVENUE TOTALS	**$ 61,982,366**	**$ -**	**$ 32,161,010**	**$ 29,821,356**	**52%**
EXPENSE TOTALS	**$ 61,982,366**	**$ 10,053,078**	**$ 19,461,702**	**$ 32,467,586**	**48%**
	$ -	**$ (10,053,078)**	**$ 12,699,308**	**$ (2,646,230)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	886,836	355,628.05	40	4,434,180	9,415,969.42	212	10,642,032	1,226,062.58
20 00	DELINQUENT TAXES	1,250	11.26	1	6,250	32,880.51-	526	15,000	47,880.51
25 00	PENALTIES RE: TAXES	1,666	81.47	5	8,330	6,265.78	75	20,000	13,734.22
30 00	TAX CERTIFICATES	16,666	.00		83,330	.00		200,000	200,000.00
311 **	AD VALOREM	906,418	355,720.78	39	4,532,090	9,389,354.69	207	10,877,032	1,487,677.31
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	54,166	60,274.25	111	270,830	181,705.16	67	650,000	468,294.84
312 **	SALES USE AND FUEL TAXES	54,166	60,274.25	111	270,830	181,705.16	67	650,000	468,294.84
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	177,065.88	133	666,665	802,194.47	120	1,600,000	797,805.53
30 00	WATER-COCOA	33,333	39,565.28	119	166,665	193,447.00	116	400,000	206,553.00
40 00	GAS	4,583	6,331.71	138	22,915	21,436.81	94	55,000	33,563.19
80 00	PROPANE	2,000	2,206.37	110	10,000	9,661.88	97	24,000	14,338.12
314 **	UTILITY SERVICE TAX	173,249	225,169.24	130	866,245	1,026,740.16	119	2,079,000	1,052,259.84
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	54,485.74	98	279,165	274,044.38	98	670,000	395,955.62
315 **	COMMUNICATION SERVICE TAX	55,833	54,485.74	98	279,165	274,044.38	98	670,000	395,955.62
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,250	3,805.85	31	61,250	106,726.36	174	147,000	40,273.64
316 **	LOCAL BUSINESS TAX	12,250	3,805.85	31	61,250	106,726.36	174	147,000	40,273.64
310 ***	TAXES	1,201,916	699,455.86		6,009,580	10,978,570.75		14,423,032	3,444,461.25
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	2,132.10		0	2,132.10		0	2,132.10-
322 **	BUILDING PERMITS	0	2,132.10		0	2,132.10		0	2,132.10-
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	131,178.50	121	541,665	445,770.67	82	1,300,000	854,229.33
40 00	GAS	7,083	9,263.48	131	35,415	33,110.92	94	85,000	51,889.08
70 00	SOLID WASTE	25,000	27,464.45	110	125,000	133,513.04	107	300,000	166,486.96
323 **	FRANCHISE FEES	140,416	167,906.43	120	702,080	612,394.63	87	1,685,000	1,072,605.37
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	273,231	136,660.83	50	1,366,155	2,786,163.25	204	3,278,777	492,613.75

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22 02	F ASSMNT DELINQ TAXES	250	457.51	183	1,250	21,122.48-	1690	3,000	24,122.48
22 03	F ASSMNT PENALTIES	416	416.06	100	2,080	1,226.96-	59	5,000	6,226.96
22 04	F ASSMNT TAX CERTS	11,666	.00		58,330	.00		140,000	140,000.00
22 *	FIRE PROTECTION	285,563	137,534.40	48	1,427,815	2,763,813.81	194	3,426,777	662,963.19
325 **	SPECIAL ASSESSMENT	285,563	137,534.40	48	1,427,815	2,763,813.81	194	3,426,777	662,963.19
329	OTHER PERMITS & FEES								
10 00	INSPECTION FEES	0	.00		0	.00		0	.00
10 01	FIRE INSPECTION FEES	2,500	.00		12,500	.00		30,000	30,000.00
10 *	INSPECTION FEES	2,500	.00		12,500	.00		30,000	30,000.00
25 00	PLANNING AND ZONING	3,333	44,935.00	1348	16,665	100,686.50	604	40,000	60,686.50-
35 00	FIRE INSPECTIONS	0	.00		0	.00		0	.00
329 **	OTHER PERMITS & FEES	5,833	44,935.00	770	29,165	100,686.50	345	70,000	30,686.50-
320 ***	OTHER PERMITS & FEES	431,812	352,507.93		2,159,060	3,479,027.04		5,181,777	1,702,749.96
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	0	.00		0	.00		0	.00
20 15	VOCA-2021-COCOA PD	0	.00		0	.00		0	.00
20 16	INTERNET CRIMES GRANT	0	.00		0	.00		0	.00
20 19	JAG 2020-DJ-BX-0410	0	16,617.00-		0	16,617.00-		0	16,617.00
20 21	BPV 2020 96472	0	.00		0	.00		0	.00
20 22	JAG 21-GG-01363	0	.00		0	13,901.60-		0	13,901.60
20 23	BULLET PROOF VEST 2021	307	614.50-	200	921	.00		3,066	3,066.00
20 24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20 25	JAG 2022-22-GG-02810	0	.00		0	.00		0	.00
20 26	BULLET PROOF VEST 2022	196	.00		588	2,761.70	470	1,960	801.70-
20 27	VOCA-2023-COCOA PD-00042	9,910	7,458.05	75	49,550	17,583.18	36	118,921	101,337.82
20 28	JAG 2023-23-GG-03233	1,298	.00		6,490	.00		15,572	15,572.00
20 29	BULLET PROOF VEST 2023	1,078	.00		5,390	310.80	6	12,940	12,629.20
20 *	PUBLIC SAFETY	12,789	9,773.45-	76	62,939	9,862.92-	16	152,459	162,321.92
39 12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
70 02	AFRICAN AM MUSE-GR2111	1,770	12,300.00-	695	5,310	12,300.00-	232	17,700	30,000.00
331 **	FEDERAL GRANTS	14,559	22,073.45-	152	68,249	22,162.92-	33	170,159	192,321.92
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
334		STATE GRANT								
	10 15	CYBERSECUR DMS 22/23-249	0	.00		0	.00		0	.00
	50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
	70 11	HTMOORE RESTOR-GR23HM	420	.00		1,260	3,938.75-	313	4,204	8,142.75
	90 15	FLA CORONAVIRUS SFRF	0	.00		0	.00		0	.00
334	**	STATE GRANT	420	.00		1,260	3,938.75-	313	4,204	8,142.75
335		STATE SHARED REVENUES								
	12 00	STATE REVENUE SHARING	66,416	61,503.93	93	332,080	307,519.61	93	797,000	489,480.39
	12 20	8TH CNT MUNICIPAL GAS TAX	13,333	13,318.37	100	66,665	66,591.85	100	160,000	93,408.15
	12 *	STATE REVENUE SHARING	79,749	74,822.30	94	398,745	374,111.46	94	957,000	582,888.54
	14 00	MOBILE HOME LICENSES	2,083	1,140.99	55	10,415	17,692.46	170	25,000	7,307.54
	15 00	ALCOHOLIC BEVERAGE	2,083	.00		10,415	971.89	9	25,000	24,028.11
	18 00	LOCAL GOVERNMENT 1/2 CENT	108,333	128,950.21	119	541,665	472,356.39	87	1,300,000	827,643.61
	21 00	FIREFIGHTER SUPPLEMENTAL	1,333	4,140.00	311	6,665	11,834.25	178	16,000	4,165.75
	29 21	POL PEN STATE CONTR	17,287	.00		86,435	.00		207,445	207,445.00
	29 22	FIRE PEN STATE CONTR	11,861	.00		59,305	.00		142,337	142,337.00
	29 *	OTHER PUBLIC SAFETY	29,148	.00		145,740	.00		349,782	349,782.00
	41 00	FUEL TAX REFUNDS	1,666	.00		8,330	.00		20,000	20,000.00
335	**	STATE SHARED REVENUES	224,395	209,053.50	93	1,121,975	876,966.45	78	2,692,782	1,815,815.55
337		GRANTS FROM LOCAL UNITS								
	30 17	FIND BV-CO-20-147 DREDGIN	0	.00		0	.00		0	.00
	30 18	FIND BV-CO-20-146 BT RAMP	0	.00		0	.00		0	.00
	30 19	FIND BV-CO-21-152 DRG PII	0	.00		0	.00		0	.00
	30 20	FIND BV-CO-21-151 BT PII	0	.00		0	.00		0	.00
	30 21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
	30 *	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
	60 00	HUMAN SERVICES	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
	10 06	SR524 Widening	0	4,300,000.00		0	4,300,000.00		0	4,300,000.00-
338	**	SHARED REVENUE LOCAL UNIT	0	4,300,000.00		0	4,300,000.00		0	4,300,000.00-
330	***	INTERGOVERNMENTAL REVENUE	239,374	4,486,980.05		1,191,484	5,150,864.78		2,867,145	2,283,719.78-
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40 00	CERTIFY/COPY/SEARCH	8,274	8,951.60	108	41,370	27,047.46	65	99,295	72,247.54
90 12	PASSPORT EXECUTION FEES	250	595.00	238	1,250	1,190.00	95	3,000	1,810.00
341 **	GENERAL GOVERNMENT	8,524	9,546.60	112	42,620	28,237.46	66	102,295	74,057.54
342	PUBLIC SAFETY								
10 00	SVC CHG - LAW ENF SERVICE	14,666	16,770.00	114	73,330	27,745.00	38	176,000	148,255.00
10 02	SCHOOL RES OFFICER	22,833	68,500.00	300	114,165	188,375.00	165	274,000	85,625.00
10 *	SVC CHG - LAW ENF SERVICE	37,499	85,270.00	227	187,495	216,120.00	115	450,000	233,880.00
20 00	SVC CHG - FIRE PROTECTION	2,500	7,027.50	281	12,500	14,582.50	117	30,000	15,417.50
90 00	OTHER PUBLIC SAFETY	83	.00		415	.00		1,000	1,000.00
90 01	FALSE ALARM FEES	625	.00		3,125	1,190.00	38	7,500	6,310.00
90 *	OTHER PUBLIC SAFETY	708	.00		3,540	1,190.00	34	8,500	7,310.00
342 **	PUBLIC SAFETY	40,707	92,297.50	227	203,535	231,892.50	114	488,500	256,607.50
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	50,824	53,580.96	105	254,120	265,346.07	104	609,898	344,551.93
37 11	ROCKLEDGE	28,236	29,648.25	105	141,180	146,824.33	104	338,832	192,007.67
37 12	SUN LAKE	367	4.05	1	1,835	1,512.90	82	4,404	2,891.10
37 13	CLNY PK-M.I.UTIL CO.	186	201.15	108	930	998.30	107	2,236	1,237.70
37 16	COCOA BEACH	10,616	11,082.18	104	53,080	55,088.99	104	127,401	72,312.01
37 17	CAPE CANAVERAL	9,035	9,135.75	101	45,175	45,135.58	100	108,426	63,290.42
37 18	TITUSVILLE	406	419.85	103	2,030	2,075.50	102	4,879	2,803.50
37 *	WATER BILLING SERVICES	99,670	104,072.19	104	498,350	516,981.67	104	1,196,076	679,094.33
39 01	SERVICE CHARGES	75,000	74,033.60	99	375,000	403,539.63	108	900,000	496,460.37
39 03	ADMIN CHARGES	40,000	44,505.00	111	200,000	213,885.00	107	480,000	266,115.00
39 04	PENALTIES	60,000	53,100.97	89	300,000	292,073.09	97	720,000	427,926.91
39 05	NSF CHECKS	2,500	4,783.72	191	12,500	25,062.39	201	30,000	4,937.61
39 13	HIGH CONSUMP CHGS	400	1,590.00	398	2,000	8,745.00	437	4,800	3,945.00-
39 *	WATER OTHER INCOME	177,900	178,013.29	100	889,500	943,305.11	106	2,134,800	1,191,494.89
41 10	SOLID WASTE	229,801	245,634.30	107	1,149,005	1,156,351.93	101	2,757,617	1,601,265.07
41 20	RECYCLING REVENUE	33,735	34,444.50	102	168,675	174,959.13	104	404,831	229,871.87
41 30	GREEN WASTE	38,327	42,524.11	111	191,635	215,591.31	113	459,933	244,341.69
41 *	GARBAGE COLLECTION	301,863	322,602.91	107	1,509,315	1,546,902.37	103	3,622,381	2,075,478.63
45 10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46 10	EARNED NOT BILLED	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
90 01	FDOT MEDIAN MAINT	5,016	.00		25,080	15,632.50	62	60,200	44,567.50
90 03	FDOT MNT SIGNAL/HWY LIGHT	10,550	.00		52,750	.00		126,610	126,610.00
90 *	OTHER PHYSICAL ENVIRON	15,566	.00		77,830	15,632.50	20	186,810	171,177.50
343 **	PHYSICAL ENVIRONMENT	594,999	604,688.39	102	2,974,995	3,022,821.65	102	7,140,067	4,117,245.35
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	83	10.00	12	415	180.00	43	1,000	820.00
20 11	SERVICE FEES	0	2,138.17		0	2,138.17		0	2,138.17-
20 *	PARKS & RECREATION	83	2,148.17	2588	415	2,318.17	559	1,000	1,318.17-
39 10	PORCHER HOUSE - REVENUES	833	572.56	69	4,165	3,340.00	80	10,000	6,660.00
39 11	TENANT MAINTENANCE FEES	100	101.51	102	500	484.71	97	1,200	715.29
39 20	COCOA CIVIC CENTER	833	1,137.96	137	4,165	7,402.69	178	10,000	2,597.31
39 30	RIVERFRONT PARK	666	200.95	30	3,330	3,480.59	105	8,000	4,519.41
39 *	OTHER CULTURAL SERVICES	2,432	2,012.98	83	12,160	14,707.99	121	29,200	14,492.01
40 05	SPECIAL EVENT PERMITS	1,666	6,050.00	363	8,330	19,050.00	229	20,000	950.00
50 10	EVENT FEES	280	.00		1,400	567.35	41	3,368	2,800.65
50 30	ADVERTISING/SPONSORSHIPS	91	.00		455	.00		1,100	1,100.00
50 50	MISC FURNISHINGS	100	315.75	316	500	885.75	177	1,200	314.25
50 *	SPECIAL REC FACILITIES	471	315.75	67	2,355	1,453.10	62	5,668	4,214.90
347 **	CULTURE/RECREATION	4,652	10,526.90	226	23,260	37,529.26	161	55,868	18,338.74
340 ***	CHARGES FOR SERVICES	648,882	717,059.39		3,244,410	3,320,480.87		7,786,730	4,466,249.13
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	576.44	46	6,250	4,227.33	68	15,000	10,772.67
351 **	JUDGMENTS AND FINES	1,250	576.44	46	6,250	4,227.33	68	15,000	10,772.67
350 ***	FINES AND FORFEITURES	1,250	576.44		6,250	4,227.33		15,000	10,772.67
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	10,000	1,581.04	16	50,000	24,233.10	49	120,000	95,766.90
10 02	INVESTMENT INTEREST	10,000	145,278.66	1453	50,000	608,172.15	1216	120,000	488,172.15-
10 10	SBA ACCOUNT 121328	50	54,216.85	8434	250	283,811.87	3525	600	283,211.87-
10 11	INTEREST/CBOS	91	.00		455	.00		1,100	1,100.00
10 *	INTEREST	20,141	201,076.55	998	100,705	916,217.12	910	241,700	674,517.12-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

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30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
35 01	AMERICAN TOWER	0	.00		0	.00		0	.00
35 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
35 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
35 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
35 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
35 06	LEASE - TMOBILE A2C0020A	0	.00		0	.00		0	.00
35 07	LEASE - TMOBILE A2C0555A	0	.00		0	.00		0	.00
35 *	MISCELLANEOUS INTEREST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	20,141	201,076.55	998	100,705	916,217.12	910	241,700	674,517.12-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	11,108	1,507.50	14	55,540	125,276.73	226	133,300	8,023.27
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	1,370.16	235	2,915	8,830.80	303	7,000	1,830.80-
39 20	CIVIC CENTER-TENANTS	658	660.00	100	3,290	1,342.84	41	7,900	6,557.16
39 *	RENTALS AND LEASES	1,241	2,030.16	164	6,205	10,173.64	164	14,900	4,726.36
362 **	RENT AND ROYALTIES	12,349	3,537.66	29	61,745	135,450.37	219	148,200	12,749.63
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	52,500	.00		157,500	532,962.50	338	525,000	7,962.50-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	52,500	.00		157,500	532,962.50	338	525,000	7,962.50-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	324.85		0	324.85-
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	324.85		0	324.85-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	200.00		0	26,128.00		0	26,128.00-

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ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10 16	FIREHOUSE SUBS - E-BIKES	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	0	200.00		0	26,128.00		0	26,128.00-
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
21 00	POLICE STATE CONTRIBUTION	0	.00		0	.00		0	.00
22 00	FIRE STATE CONTRIBUTION	0	.00		0	.00		0	.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	12,489	32,727.40	262	24,978	60,506.38	242	112,400	51,893.62
90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	8,333	17,215.27	207	41,665	85,478.17	205	100,000	14,521.83
90 04	MISC. POLICE REVENUES	708	12.00	2	3,540	129.75	4	8,500	8,370.25
90 05	INVESTIGATIVE COSTS REIM	4,512	3,249.64	72	22,560	15,402.35	68	54,145	38,742.65
90 09	PROPERTY REGISTRATION	416	.00		2,080	.00		5,000	5,000.00
90 12	LEISURE SVCS -CANCEL FEES	0	223.50		0	473.50		0	473.50-
90 *	OTHER MISC REVENUES	26,458	53,427.81	202	94,823	161,990.15	171	280,045	118,054.85
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	6,168.82		0	6,168.82-
369 **	OTHER MISC REVENUES	26,458	53,427.81	202	94,823	168,158.97	177	280,045	111,886.03
360 ***	MISCELLANEOUS REVENUES	111,448	258,242.02		414,773	1,779,241.81		1,194,945	584,296.81-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	18,566	18,566.67	100	92,830	92,833.35	100	222,800	129,966.65
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 23	TRF FROM STORMWATER (423)	0	.00		0	.00		0	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	18,566	18,566.67	100	92,830	92,833.35	100	222,800	129,966.65

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
94 21	TRANS FR 421 OH ALLOC	664,154	664,154.00	100	3,320,770	3,320,770.00	100	7,969,848	4,649,078.00
94 23	TRANS FR 423 OH ALLOC	26,041	26,041.92	100	130,205	130,209.60	100	312,503	182,293.40
94 *	INTERFUND TRANSFER	690,195	690,195.92	100	3,450,975	3,450,979.60	100	8,282,351	4,831,371.40
381 **	INTERFUND TRANSFER	708,761	708,762.59	100	3,543,805	3,543,812.95	100	8,505,151	4,961,338.05
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	640,777	640,777.92	100	3,203,885	3,203,889.60	100	7,689,335	4,485,445.40
40 01	6% PILOFF	140,178	140,178.92	100	700,890	700,894.60	100	1,682,147	981,252.40
40 *	CONTRIBUTIONS (ROI)	780,955	780,956.84	100	3,904,775	3,904,784.20	100	9,371,482	5,466,697.80
382 **	CONTRIBUTIONS ENTERPRISE	780,955	780,956.84	100	3,904,775	3,904,784.20	100	9,371,482	5,466,697.80
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	0	.00		0	.00		0	.00
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,182,895	.00		4,356,833	.00		12,637,104	12,637,104.00
99 *	BALANCE FORWARD	1,182,895	.00		4,356,833	.00		12,637,104	12,637,104.00
389 **	NON OPERATING SOURCES	1,182,895	.00		4,356,833	.00		12,637,104	12,637,104.00
380 ***	OTHER SOURCES(NON-REV)	2,672,611	1,489,719.43		11,805,413	7,448,597.15		30,513,737	23,065,139.85
FUND TOTAL	GENERAL FUND	5,307,293	8,004,541.12		24,830,970	32,161,009.73		61,982,366	29,821,356.27
GRAND TOTAL		5,307,293	8,004,541.12		24,830,970	32,161,009.73		61,982,366	29,821,356.27

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	80521	71988.01	89	423026	354180.75	84	.00	986729	632548.25	36
11 **	EXECUTIVE SALARIES	80521	71988.01	89	423026	354180.75	84	.00	986729	632548.25	36
12-00	REGULAR SALARIES & WAGES	1223891	965372.44	79	6128755	4790610.16	78	.00	14696133	9905522.84	33
12-06	SALARIES/CONTRACTUAL	9896	10510.50	106	48228	39759.00	82	.00	117500	77741.00	34
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	11377	17967.71	158	43047	116742.10	271	.00	122708	5965.90	95
12 **	REGULAR SALARIES & WAGES	1245164	993850.65	80	6220030	4947111.26	80	.00	14936341	9989229.74	33
13-00	OTHER SALARIES & WAGES	82104	77302.38	94	402840	359606.61	89	.00	977609	618002.39	37
13 **	OTHER SALARIES & WAGES	82104	77302.38	94	402840	359606.61	89	.00	977609	618002.39	37
14-00	OVERTIME	53796	75001.58	139	268916	481856.60	179	.00	645560	163703.40	75
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	53796	75001.58	139	268916	481856.60	179	.00	645560	163703.40	75
15-00	SPECIAL PAY	32891	31561.96	96	159319	159051.62	100	.00	389596	230544.38	41
15 **	SPECIAL PAY	32891	31561.96	96	159319	159051.62	100	.00	389596	230544.38	41
20-00	CLOTHING/SHOE ALLOWANCE	1846	.00	0	9230	3786.93	41	.00	22168	18381.07	17
20 **	CLOTHING/SHOE ALLOWANCE	1846	.00	0	9230	3786.93	41	.00	22168	18381.07	17
21-00	FICA TAXES	111524	94089.88	84	558120	474176.09	85	.00	1338915	864738.91	35
21 **	FICA TAXES	111524	94089.88	84	558120	474176.09	85	.00	1338915	864738.91	35
22-00	RETIREMENT CONTRIBUTIONS	105039	97232.44	93	525195	485228.17	92	.00	1260597	775368.83	39
22-01	FIRE PENSION	225715	189998.77	84	1128575	945357.54	84	.00	2708603	1763245.46	35
22-02	STATE CONTRIBUTIONS	29148	.00	0	145740	.00	0	.00	349782	349782.00	0
22-03	NON-FRS RETIREMENT PLAN	2963	2784.58	94	14815	13861.52	94	.00	35580	21718.48	39
22 **	RETIREMENT CONTRIBUTIONS	362865	290015.79	80	1814325	1444447.23	80	.00	4354562	2910114.77	33
23-00	INSURANCES	5622	4270.37	76	28110	19283.43	69	.00	67570	48286.57	29

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-02	MEDICARE PART B	34275	23939.44	70	171375	160095.12	93	3144.60	411300	248060.28	40
23-04	MEDICAL	320320	246782.92	77	1601852	1126812.89	70	.00	3844183	2717370.11	29
23-05	HEALTH GF RETIREES 50%	5287	3715.60	70	27823	19042.45	68	.00	64828	45785.55	29
23-06	HEALTH GF RETIREES 100%	24415	22288.06	91	122075	108653.60	89	.00	292980	184326.40	37
23-07	DENTAL INSURANCE	15260	12081.72	79	76300	55846.54	73	.00	183246	127399.46	31
23-08	VISION INSURANCE	2702	2164.43	80	13510	10009.19	74	.00	32605	22595.81	31
23-09	LONG TERM DISABILITY	4164	4071.58	98	20820	18461.15	89	.00	50093	31631.85	37
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	412045	319314.12	78	2061865	1518204.37	74	3144.60	4946805	3425456.03	31
24-00	WORKER'S COMPENSATION	63976	27792.26	43	319880	149506.70	47	.00	767829	618322.30	20
24 **	WORKER'S COMPENSATION	63976	27792.26	43	319880	149506.70	47	.00	767829	618322.30	20
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	4165	2200.00	53	.00	10000	7800.00	22
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	4165	2200.00	53	.00	10000	7800.00	22
27-00	BENEFIT OFFSET	20204	18254.04	90	101020	88620.13	88	.00	242449	153828.87	37
27 **	BENEFIT OFFSET	20204	18254.04	90	101020	88620.13	88	.00	242449	153828.87	37
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	45720	35041.49	77	213815	128538.82	60	245598.28	533869	159731.90	70
31-01	LEGAL EXPENSES	41673	36983.58	89	208365	147993.29	71	340586.71	500080	11500.00	98
31-02	MEDICAL SERVICES	4644	197.30	4	23220	5220.65	23	45378.90	55730	5130.45	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	.00	0	5790	13905.00	240	.00	13905	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	1770	.00	0	5310	17700.00	333	.00	17700	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HTMOORE RESTOR-GR23HM	420	.00	0	1260	.00	0	4203.50	4204	.50	100
31-33	EMPLOYEE HEALTH CENTER	34768	35657.97	103	173840	130489.52	75	286731.48	417221	.00	100
31 **	PROFESSIONAL SERVICES	130153	107880.34	83	631600	443847.28	70	922498.87	1542709	176362.85	89
32-00	ACCOUNTING & AUDITING	6333	6000.00	95	31665	11000.00	35	56000.00	76000	9000.00	88
32 **	ACCOUNTING & AUDITING	6333	6000.00	95	31665	11000.00	35	56000.00	76000	9000.00	88
34-00	CONTRACT SERVICES	147838	275266.12	186	705424	1299167.49	184	844870.13	1740357	403680.62-	123
34-03	CUSTOMER SERVICE CONTRACT	277010	276623.21	100	1385050	1081831.01	78	.00	3324121	2242289.99	33
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36000	46958.65	130	180000	145113.25	81	261159.25	432000	25727.50	94
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	460848	598847.98	130	2270474	2526111.75	111	1106029.38	5496478	1864336.87	66
39-00	CONTINGENCY	263846	.00	0	804359	.00	0	.00	2651294	2651294.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	263846	.00	0	804359	.00	0	.00	2651294	2651294.00	0
40-00	TRAVEL & PER DIEM	8905	3087.73	35	45741	12340.01	27	.00	108201	95860.99	11
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	8905	3087.73	35	45741	12340.01	27	.00	108201	95860.99	11
41-00	COMMUNICATION	34606	4943.51	14	168820	169386.18	100	202758.33	411108	38963.49	91
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	34606	4943.51	14	168820	169386.18	100	202758.33	411108	38963.49	91
42-00	POSTAGE & FREIGHT	41824	41348.96	99	208259	170998.75	82	290006.26	501126	40120.99	92
42 **	POSTAGE & FREIGHT	41824	41348.96	99	208259	170998.75	82	290006.26	501126	40120.99	92

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43-00	ELECTRIC/WATER/SEWER	75991	64089.57	84	379696	258581.46	68	581380.01	911649	71687.53	92
43 **	ELECTRIC/WATER/SEWER	75991	64089.57	84	379696	258581.46	68	581380.01	911649	71687.53	92
44-00	RENTALS AND LEASES	4365	5919.92	136	22725	25457.22	112	23042.94	53304	4803.84	91
44 **	RENTALS AND LEASES	4365	5919.92	136	22725	25457.22	112	23042.94	53304	4803.84	91
45-00	INSURANCE	77310	193.00	0	387914	376472.96	97	.00	929099	552626.04	41
45 **	INSURANCE	77310	193.00	0	387914	376472.96	97	.00	929099	552626.04	41
46-00	REPAIRS & MAINTENANCE	95940	71803.78	75	447814	342232.89	76	255896.52	1119425	521295.59	53
46-02	REPAIR/MAINT BUILDING	33508	14965.81	45	167540	63194.81	38	53902.95	402100	285002.24	29
46-03	REPAIR/MAINT-VEHICLES	39833	3465.92	9	197079	140986.87	72	14269.37	475986	320729.76	33
46-05	HYDRANT FEES	21649	21585.33	100	108245	107926.65	100	.00	259797	151870.35	42
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	190930	111820.84	59	920678	654341.22	71	324068.84	2257308	1278897.94	43
47-00	PRINTING & BINDING	14721	9733.00	66	73637	49083.19	67	98116.40	176755	29555.41	83
47 **	PRINTING & BINDING	14721	9733.00	66	73637	49083.19	67	98116.40	176755	29555.41	83
48-00	PROMOTIONAL ACTIVITIES	5362	3680.81	69	30060	14359.21	48	515.00	67641	52766.79	22
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	205	.00	0	.00	500	500.00	0
48 **	PROMOTIONAL ACTIVITIES	5403	3680.81	68	30265	14359.21	47	515.00	68141	53266.79	22
49-00	OTHER CHARGES & OBLIG.	20665	46269.21	224	102204	106828.79	105	116206.81	246964	23928.40	90
49-02	ADVERTISING	124	.00	0	620	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	2080	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	3072.57-	0	0	11184.29-	0	.00	0	11184.29	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	10415	4605.00-	44-	.00	25000	29605.00	18-
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49 **	OTHER CHARGES & OBLIG.	23288	43196.64	186	115319	91039.50	79	116206.81	278464	71217.69	74
51-00	OFFICE SUPPLIES	4003	1987.12	50	20422	8244.71	40	.00	48555	40310.29	17
51 **	OFFICE SUPPLIES	4003	1987.12	50	20422	8244.71	40	.00	48555	40310.29	17
52-00	OPERATING SUPPLIES	77774	72708.65	94	386612	521056.49	135	134313.45	931135	275765.06	70
52-02	UNIFORMS-PURCHASED	7370	1811.09	25	35356	34219.79	97	47627.86	86968	5120.35	94
52-05	EMS 1st RESP-CONSUM SUPP	4780	2289.97	48	24044	11083.35	46	33320.62	57505	13101.03	77
52-07	JANITORIAL SUPPLIES	4482	2770.36	62	22410	15604.68	70	.00	53805	38200.32	29
52-10	HEATING FUEL	474	385.89	81	2370	1199.67	51	4488.33	5688	.00	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	307	.00	0	921	3065.40	333	.00	3066	.60	100
52-26	BULLET PROOF VEST 2022	392	.00	0	1176	3919.00	333	1.00	3920	.00	100
52-30	FUEL, OIL, & LUBRICANTS	29147	28642.90	98	146291	85491.19	58	.00	350395	264903.81	24
52-33	EMPLOYEE HEALTH CENTER	15729	11600.44	74	78645	36012.25	46	152737.75	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	1298	.00	0	6490	15572.00	240	.00	15572	.00	100
52-38	BULLET PROOF VEST 2023	2156	.00	0	10780	12903.72	120	12976.28	25880	.00	100
52 **	OPERATING SUPPLIES	143909	120209.30	84	715095	740127.54	104	385465.29	1722684	597091.17	65
53-00	ROAD MATERIALS/SUPPLIES	3847	3650.20	95	19235	9749.86	51	21239.00	46175	15186.14	67
53 **	ROAD MATERIALS/SUPPLIES	3847	3650.20	95	19235	9749.86	51	21239.00	46175	15186.14	67
54-00	MEMBERSHIP/PUBLICATIONS	5741	3673.29	64	31055	23132.59	75	1225.00	71377	47019.41	34
54 **	MEMBERSHIP/PUBLICATIONS	5741	3673.29	64	31055	23132.59	75	1225.00	71377	47019.41	34
55-00	TRAINING	16326	1169.00	7	86570	36532.13	42	8256.44	200968	156179.43	22
55-01	EDA PROGRAM	2251	.00	0	8419	58.04-	1-	14181.50	24182	10058.54	58
55-02	P/F HS RECRUITMENT	1441	2439.93	169	4323	3682.85	85	5367.08	14408	5358.07	63

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	20018	3608.93	18	99312	40156.94	40	27805.02	239558	171596.04	28
56-15	IT-RELATED OPERATING EXP	294915	25961.15	9	1038617	539976.53	52	149810.20	3103135	2413348.27	22
56-16	CYBERSECUR DMS 22/23-249	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	294915	25961.15	9	1038617	539976.53	52	149810.20	3103135	2413348.27	22
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	24138	.00	0	72414	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	72414	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	85747	.00	0	263907	.00	0	84683.00	864143	779460.00	10
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	85747	.00	0	263907	.00	0	84683.00	864143	779460.00	10
63-00	INFRASTRUCTURE	159375	527.63	0	805314	527.63	0	1826730.02	1920936	93678.35	95
63-07	IMPROVE OTHER THAN BLDG	182003	165488.87	91	946293	830076.66	88	1215969.89	2220324	174277.45	92
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	341378	166016.50	49	1751607	830604.29	47	3042699.91	4141260	267955.80	94

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64-00	MACHINERY AND EQUIPMENT	344802	52142.81	15	1232030	429000.36	35	2586227.19	3645674	630446.45	83
64-15	IT HARDWARE	6302	.00	0	32874	43336.44	132	.00	77000	33663.56	56
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	351104	52142.81	15	1264904	472336.80	37	2586227.19	3722674	664110.01	82
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4273	4270.63	100	21365	21336.23	100	29941.80	51278	.03-	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	4273	4270.63	100	21365	21336.23	100	29941.80	51278	.03-	100
72-30	LEASE - COPIERS	35	37.37	107	175	203.77	116	214.20	418	.03	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	35	37.37	107	175	203.77	116	214.20	418	.03	100
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	128525	.00	0	642625	1542305.00	240	.00	1542305	.00	100
81 **	AIDS TO GOVT AGENCY	128525	.00	0	642625	1542305.00	240	.00	1542305	.00	100
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	8330	.00	0	.00	20000	20000.00	0
82 **	AID TO PRIVATE ORGANIZAT	1666	.00	0	8330	.00	0	.00	20000	20000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	5205	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	5205	.00	0	.00	12500	12500.00	0
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89560	89552.08	100	447800	447760.40	100	.00	1074726	626965.60	42

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89560	89552.08	100	447800	447760.40	100	.00	1074726	626965.60	42
FUND 001 TOTAL *********											
	GENERAL FUND	5306192	3471022.35	65	24835956	19461701.68	78	10053078.05	61982366	32467586.27	48
GRAND TOTAL *********											
		5306192	3471022.35	65	24835956	19461701.68	78	10053078.05	61982366	32467586.27	48



FY 2024 Budget by Classification Report - Summary Listing

2/29/2024

Target for February 2024 is 42%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 77,093,525	$ -	$ 31,130,760	$ 45,962,765	40%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 567,350	$ -	$ 365,097	$ 202,253	64%
*OTHER SOURCES (NON-REVENUE)	$ 16,915,927	$ -	$ 199,904	$ 16,716,023	1%
REVENUE TOTALS	**$ 94,576,802**	**$ -**	**$ 31,695,761**	**$ 62,881,041**	**34%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,545,140	$ -	$ 6,769,797	$ 13,775,343	33%
OPERATING EXPENDITURES	$ 29,592,301	$ 10,631,422	$ 7,020,954	$ 11,939,925	24%
CAPITAL OUTLAY	$ 4,701,249	$ 1,726,364	$ 792,409	$ 2,182,476	17%
GRANTS, AIDS AND OTHER	$ 438,180	$ 289,120	$ 146,910	$ 2,150	34%
NON-OPERATING USES	$ 39,299,932	$ -	$ 24,978,084	$ 14,321,849	64%
EXPENSE TOTALS	**$ 94,576,802**	**$ 12,646,905**	**$ 39,708,154**	**$ 42,221,742**	55%
REVENUE TOTALS	**$ 94,576,802**	**$ -**	**$ 31,695,761**	**$ 62,881,041**	**34%**
EXPENSE TOTALS	**$ 94,576,802**	**$ 12,646,905**	**$ 39,708,154**	**$ 42,221,742**	**55%**
**	**$ -**	**$ (12,646,905)**	**$ (8,012,393)**	**$ 20,659,298**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
50 01	STATE DISASTER REIMB	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
337	GRANTS FROM LOCAL UNITS								
30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337 **	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
31 00	WATER SALES	5,385,017	5,121,304.26	95	26,925,085	25,627,134.70	95	64,620,205	38,993,070.30
33 00	WATER CONNECTION FEE	47,267	76,519.60	162	236,335	320,451.22	136	567,211	246,759.78
36 00	WATER HYDRANT FEES	327,416	354,793.30	108	1,637,080	1,767,341.85	108	3,928,996	2,161,654.15
39 06	HYDRANT RESID FLOW TEST	141	1,800.00	1277	705	5,850.00	830	1,696	4,154.00-
39 07	BACKFLOW DEVICE TEST	12,808	19,066.58	149	64,040	94,900.23	148	153,700	58,799.77
39 08	JUMPER METERS	61	210.00	344	305	1,590.00	521	742	848.00-
39 09	PLAN REVIEW/CONST INSPECT	1,060	7,500.00	708	5,300	21,000.00	396	12,720	8,280.00-
39 10	BACKFLOW PRV/RLCT TEMP	44	5.42	12	220	427.10	194	530	102.90
39 *	WATER OTHER INCOME	14,114	28,582.00	203	70,570	123,767.33	175	169,388	45,620.67
51 00	SEWER SALES	613,203	625,602.00	102	3,066,015	3,110,996.64	102	7,358,443	4,247,446.36
51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
51 *	SEWER SALES	613,203	625,602.00	102	3,066,015	3,110,996.64	102	7,358,443	4,247,446.36
53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
59 01	GREASE TRAP PERMITS	547	800.64	146	2,735	3,921.03	143	6,572	2,650.97
60 00	REUSE WATER SALES	36,274	33,796.19	93	181,370	174,102.67	96	435,290	261,187.33
60 01	REUSE WATER INSTALLATION	618	1,517.54	246	3,090	3,044.82	99	7,420	4,375.18
60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
60 *	REUSE WATER SALES	36,892	35,313.73	96	184,460	177,147.49	96	442,710	265,562.51
90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	6,424,456	6,242,915.53	97	32,122,280	31,130,760.26	97	77,093,525	45,962,764.74
340 ***	CHARGES FOR SERVICES	6,424,456	6,242,915.53		32,122,280	31,130,760.26		77,093,525	45,962,764.74

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	8,449.15		0	22,595.61		0	22,595.61-
10 02	INVESTMENT INTEREST	41,757	30,818.80	74	208,785	233,972.69	112	501,087	267,114.31
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	41,757	39,267.95	94	208,785	256,568.30	123	501,087	244,518.70
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	41,757	39,267.95	94	208,785	256,568.30	123	501,087	244,518.70
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	114	.00		570	1,300.00	228	1,378	78.00
362 **	RENT AND ROYALTIES	114	.00		570	1,300.00	228	1,378	78.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)SALE OF F/A	833	.00		4,165	1,102.57	27	10,000	8,897.43
364 **	DISPOSITION FIXED ASSETS	833	.00		4,165	1,102.57	27	10,000	8,897.43
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	9,314.60	3515	1,325	12,179.70	919	3,180	8,999.70-
365 **	SALE SURPLUS MTRLS &SCRAP	265	9,314.60	3515	1,325	12,179.70	919	3,180	8,999.70-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	4,242.85	99	21,540	78,601.45	365	51,705	26,896.45-
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	4,242.85	99	21,540	78,601.45	365	51,705	26,896.45-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	15,345.00		0	15,345.00-
369 **	OTHER MISC REVENUES	4,308	4,242.85	99	21,540	93,946.45	436	51,705	42,241.45-
360 ***	MISCELLANEOUS REVENUES	47,277	52,825.40		236,385	365,097.02		567,350	202,252.98
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 24	RENEW & REPLACE (424)	16,659	.00		83,295	199,904.00	240	199,904	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	16,659	.00		83,295	199,904.00	240	199,904	.00
381 **	INTERFUND TRANSFER	16,659	.00		83,295	199,904.00	240	199,904	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	1,503,327	.00		6,192,718	.00		16,716,023	16,716,023.00
99 *	BALANCE FORWARD	1,503,327	.00		6,192,718	.00		16,716,023	16,716,023.00
389 **	NON OPERATING SOURCES	1,503,327	.00		6,192,718	.00		16,716,023	16,716,023.00
380 ***	OTHER SOURCES(NON-REV)	1,519,986	.00		6,276,013	199,904.00		16,915,927	16,716,023.00
FUND TOTAL	WATER/SEWER FUND	7,991,719	6,295,740.93		38,634,678	31,695,761.28		94,576,802	62,881,040.72
GRAND TOTAL		7,991,719	6,295,740.93		38,634,678	31,695,761.28		94,576,802	62,881,040.72

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	14297	13161.60	92	71485	65808.00	92	.00	171571	105763.00	38
11 **	EXECUTIVE SALARIES	14297	13161.60	92	71485	65808.00	92	.00	171571	105763.00	38
12-00	REGULAR SALARIES & WAGES	980498	733643.82	75	4930794	3790502.95	77	.00	11794321	8003818.05	32
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	2087	3547.74	170	2087	82745.47	3965	.00	16687	66058.47-	496
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	982585	737191.56	75	4932881	3873248.42	79	.00	11811008	7937759.58	33
13-00	OTHER SALARIES & WAGES	53152	53772.44	101	245804	212609.54	87	.00	617896	405286.46	34
13 **	OTHER SALARIES & WAGES	53152	53772.44	101	245804	212609.54	87	.00	617896	405286.46	34
14-00	OVERTIME	61812	58567.57	95	309060	353901.76	115	.00	741778	387876.24	48
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	61812	58567.57	95	309060	353901.76	115	.00	741778	387876.24	48
15-00	SPECIAL PAY	175	25.00	14	875	125.00	14	.00	2100	1975.00	6
15 **	SPECIAL PAY	175	25.00	14	875	125.00	14	.00	2100	1975.00	6
20-00	CLOTHING/SHOE ALLOWANCE	1787	.00	0	8935	18572.84	208	.00	21470	2897.16	87
20 **	CLOTHING/SHOE ALLOWANCE	1787	.00	0	8935	18572.84	208	.00	21470	2897.16	87
21-00	FICA TAXES	84908	65011.93	77	424540	340907.26	80	.00	1018921	678013.74	34
21 **	FICA TAXES	84908	65011.93	77	424540	340907.26	80	.00	1018921	678013.74	34
22-00	RETIREMENT CONTRIBUTIONS	142787	126418.99	89	713935	711803.20	100	.00	1713460	1001656.80	42
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	445	403.40	91	2225	2047.24	92	.00	5346	3298.76	38
22 **	RETIREMENT CONTRIBUTIONS	143232	126822.39	89	716160	713850.44	100	.00	1718806	1004955.56	42
23-00	INSURANCES	2774	2960.08	107	13870	13290.97	96	.00	33318	20027.03	40
23-02	RETIREES OTHER INSURANCES	13138	7336.28	56	65690	51318.44	78	.00	157665	106346.56	33
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	274768	201228.24	73	1373840	901095.01	66	.00	3297259	2396163.99	27
23-05	HEALTH RETIREES 50%	1408	928.90	66	7040	4644.50	66	.00	16903	12258.50	28
23-06	HEALTH RETIREES 100%	3756	3715.60	99	18780	17649.10	94	.00	45074	27424.90	39
23-07	DENTAL INSURANCE	12245	8678.40	71	61225	39531.56	65	.00	146979	107447.44	27
23-08	VISION INSURANCE	2181	1611.72	74	10905	7318.16	67	.00	26217	18898.84	28
23-09	LONG TERM DISABILITY	2837	3038.96	107	14185	13648.40	96	.00	34087	20438.60	40
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	313107	229498.18	73	1565535	1048496.14	67	.00	3757502	2709005.86	28
24-00	WORKER'S COMPENSATION	42321	15107.57	36	211605	88893.44	42	.00	507888	418994.56	18
24 **	WORKER'S COMPENSATION	42321	15107.57	36	211605	88893.44	42	.00	507888	418994.56	18
25-00	UNEMPLOYMENT COMPENSATION	833	1925.00	231	4165	1925.00	46	.00	10000	8075.00	19
25 **	UNEMPLOYMENT COMPENSATION	833	1925.00	231	4165	1925.00	46	.00	10000	8075.00	19
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13850	11200.00	81	69250	51459.59	74	.00	166200	114740.41	31
27 **	BENEFIT OFFSET	13850	11200.00	81	69250	51459.59	74	.00	166200	114740.41	31
31-00	PROFESSIONAL SERVICES	40553	39933.00	99	193332	84007.50	44	68297.50	477218	324913.00	32
31-01	LEGAL EXPENSES	47264	9955.40	21	214292	37200.12	17	97533.72	545139	410405.16	25
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	335110	150146.81	45	1164376	522909.82	45	2833432.28	3510148	153805.90	96
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	422927	200035.21	47	1572000	644117.44	41	2999263.50	4532505	889124.06	80
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	166759	81210.60	49	829888	254093.89	31	505690.19	1997231	1237446.92	38
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	166759	81210.60	49	829888	254093.89	31	505690.19	1997231	1237446.92	38
39-00	CONTINGENCY	108333	.00	0	541665	.00	0	.00	1300000	1300000.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	108333	.00	0	541665	.00	0	.00	1300000	1300000.00	0
40-00	TRAVEL AND PER DIEM	2117	.00	0	8085	4393.77	54	.00	22938	18544.23	19
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	2117	.00	0	8085	4393.77	54	.00	22938	18544.23	19
41-00	COMMUNICATION	19161	6937.82	36	95496	71050.86	74	127073.39	229661	31536.75	86
41 **	COMMUNICATION	19161	6937.82	36	95496	71050.86	74	127073.39	229661	31536.75	86
42-00	FREIGHT & POSTAGE SERVICE	976	889.36	91	4880	1257.43	26	.00	11740	10482.57	11
42 **	FREIGHT & POSTAGE SERVICE	976	889.36	91	4880	1257.43	26	.00	11740	10482.57	11
43-00	ELECTRIC/WATER/SEWER	174673	187729.98	108	873365	782061.06	90	1231294.16	2096105	82749.78	96
43 **	ELECTRIC/WATER/SEWER	174673	187729.98	108	873365	782061.06	90	1231294.16	2096105	82749.78	96
44-00	RENTAL AND LEASES	3156	2443.98	77	15480	17393.24	112	7285.82	37600	12920.94	66
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3156	2443.98	77	15480	17393.24	112	7285.82	37600	12920.94	66
45-00	INSURANCE	105017	.00	0	529176	480713.90	91	.00	1264307	783593.10	38
45 **	INSURANCE	105017	.00	0	529176	480713.90	91	.00	1264307	783593.10	38
46-00	REPAIRS & MAINTENANCE	506855	339704.34	67	2546236	1902011.01	75	1241629.37	6094248	2950607.62	52
46-02	REPAIR/MAINT BUILDING	25100	1629.25	7	92210	14119.32	15	14311.22	267918	239487.46	11

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	27269	7522.52	28	135451	49717.72	37	4471.84	326376	272186.44	17
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	559224	348856.11	62	2773897	1965848.05	71	1260412.43	6688542	3462281.52	48
47-00	PRINTING & BINDING	949	20.00	2	4745	80.00	2	.00	11420	11340.00	1
47 **	PRINTING & BINDING	949	20.00	2	4745	80.00	2	.00	11420	11340.00	1
48-00	PROMOTIONAL ACTIVITIES	2083	.00	0	10415	8470.00	81	1600.00	25000	14930.00	40
48 **	PROMOTIONAL ACTIVITIES	2083	.00	0	10415	8470.00	81	1600.00	25000	14930.00	40
49-00	OTHER CHARGES & OBLIG.	3796	2744.70	72	18980	28365.57	149	5000.00	45602	12236.43	73
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	5112.98-	0	0	24026.28-	0	.00	0	24026.28	0
49-08	CASH OVER & UNDER	0	1.87	0	0	76.06-	0	.00	0	76.06	0
49-09	DOCUMENT RECORDING CHGS	500	740.00-	148-	2500	2046.30-	82-	4966.30	6000	3080.00	49
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	4296	3106.41-	72-	21480	2216.93	10	9966.30	51602	39418.77	24
51-00	OFFICE SUPPLIES	2047	839.12	41	10235	4650.17	45	.00	24614	19963.83	19
51 **	OFFICE SUPPLIES	2047	839.12	41	10235	4650.17	45	.00	24614	19963.83	19
52-00	OPERATING SUPPLIES	64992	82520.41	127	325259	310986.79	96	161801.73	780239	307450.48	61
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	769	990.89	129	3845	3781.72	98	.00	9240	5458.28	41
52-09	CHEMICALS	531802	374153.35	70	2661510	2068609.21	78	4233642.54	6384130	81878.25	99
52-30	FUEL OIL & LUBRICANTS	44980	35739.55	80	224700	134611.70	60	18831.21	539596	386153.09	28
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	642543	493404.20	77	3215314	2517989.42	78	4414275.48	7713205	780940.10	90

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	3748	388.46	10	18740	388.46	2	34611.54	45000	10000.00	78
53 **	ROAD MATERIALS/SUPPLIES	3748	388.46	10	18740	388.46	2	34611.54	45000	10000.00	78
54-00	MEMBERSHIP/PUBLICATIONS	3435	146.90	4	17175	34209.26	199	.00	41245	7035.74	83
54 **	MEMBERSHIP/PUBLICATIONS	3435	146.90	4	17175	34209.26	199	.00	41245	7035.74	83
55-00	TRAINING	6433	6252.75	97	30961	14999.38	48	11027.80	76027	49999.82	34
55-01	EDA PROGRAM	416	.00	0	2080	318.42	15	.00	5000	4681.58	6
55 **	TRAINING	6849	6252.75	91	33041	15317.80	46	11027.80	81027	54681.40	33
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	334877	6177.78	2	1074385	216702.53	20	28921.00	3418559	3172935.47	7
56 **	TECHNOLOGY SYSTEMS	334877	6177.78	2	1074385	216702.53	20	28921.00	3418559	3172935.47	7
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	18917	.00	0	1229971	.00	0	477157.36	1362387	885229.64	35
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	18917	.00	0	1229971	.00	0	477157.36	1362387	885229.64	35
64-00	MACHINERY & EQUIPMENT	259467	101949.00	39	975920	608999.00	62	948958.46	2792203	1234245.54	56
64-15	IT HARDWARE	51400	177012.77	344	186834	183410.27	98	300247.83	546659	63000.90	89
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	310867	278961.77	90	1162754	792409.27	68	1249206.29	3338862	1297246.44	61
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	28293	28119.75	99	141465	112069.12	79	227441.26	339510	.38-	100
71 **	DEBT SERVICE - PRINCIPAL	28293	28119.75	99	141465	112069.12	79	227441.26	339510	.38-	100
72-32	LEASED ASSET-GENERATOR	7848	8020.25	102	39240	32490.88	83	61678.74	94170	.38	100
72 **	DEBT SERVICE - INTEREST	7848	8020.25	102	39240	32490.88	83	61678.74	94170	.38	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	1375	2350.00	171	.00	3300	950.00	71
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	1375	2350.00	171	.00	3300	950.00	71
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	500	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	500	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	640777	640777.92	100	3203885	3203889.60	100	.00	7689335	4485445.40	42
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	1295975	1802479.00	139	5578532	14650370.00	263	.00	14650370	.00	100
91-25	TO RESTRCTD ASSET (425)	609019	620431.86	102	3045095	3102159.30	102	.00	7308232	4206072.70	42
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2545771	3063688.78	120	11827512	20956418.90	177	.00	29647937	8691518.10	71
94-01	TXFR TO GF OH ALLOC (001)	664154	664154.00	100	3320770	3320770.00	100	.00	7969848	4649078.00	42
94 **	INTERFUND TRANSFER	664154	664154.00	100	3320770	3320770.00	100	.00	7969848	4649078.00	42
95-01	TXFR TO GF 6% PLOFF (001)	140178	140178.92	100	700890	700894.60	100	.00	1682147	981252.40	42
95 **	NONOPERATING	140178	140178.92	100	700890	700894.60	100	.00	1682147	981252.40	42
FUND 421	TOTAL *********										
	WATER/SEWER FUND	7991632	6827632.57	85	38634234	39708154.41	103	12646905.26	94576802	42221742.33	55
GRAND	TOTAL *********										
		7991632	6827632.57	85	38634234	39708154.41	103	12646905.26	94576802	42221742.33	55

FY 2024 Budget by Classification Report - Summary Listing

2/29/2024

Target for February 2024 is 42%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,183,841	$ -	$ 1,858,864	$ 324,977	85%
CHARGES FOR SERVICES	$ -	$ -	$ (19)	$ 19	0%
INTERGOVERNMENTAL/GRANT	$ 888,000	$ -	$ -	$ 888,000	0%
MISCELLANEOUS	$ 9,287	$ -	$ 65,942	$ (56,655)	710%
**OTHER SOURCES (NON-REVENUE)	$ 954,282	$ -	$ -	$ 954,282	0%
REVENUE TOTALS	**$ 4,035,410**	**$ -**	**$ 1,924,787**	**$ 2,110,623**	**48%**
EXPENSE					
SALARIES AND BENEFITS	$ 682,295	$ -	$ 161,759	$ 520,536	24%
OPERATING EXPENDITURES	$ 938,844	$ 57,673	$ 130,106	$ 751,066	14%
CAPITAL OUTLAY	$ 2,101,768	$ 979,759	$ 1,026,881	$ 95,127	49%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
NON-OPERATING USES	$ 312,503	$ -	$ 130,210	$ 182,293	42%
EXPENSE TOTALS	**$ 4,035,410**	**$ 1,037,432**	**$ 1,448,956**	**$ 1,549,022**	**62%**
REVENUE TOTALS	**$ 4,035,410**	**$ -**	**$ 1,924,787**	**$ 2,110,623**	**48%**
EXPENSE TOTALS	**$ 4,035,410**	**$ 1,037,432**	**$ 1,448,956**	**$ 1,549,022**	**62%**
	$ -	**$ (1,037,432)**	**$ 475,831**	**$ 561,601**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	172,802	85,260.34	49	864,010	1,870,375.78	217	2,073,634	203,258.22
23 02	DELINQUENT TAX	0	.00		0	10,622.52-		0	10,622.52
23 03	PENALTIES	0	.00		0	889.19-		0	889.19
23 04	TAX CERTIFICATES	9,183	.00		45,915	.00		110,207	110,207.00
23 *	STORMWATER	181,985	85,260.34	47	909,925	1,858,864.07	204	2,183,841	324,976.93
325 **	SPECIAL ASSESSMENT	181,985	85,260.34	47	909,925	1,858,864.07	204	2,183,841	324,976.93
320 ***	OTHER PERMITS & FEES	181,985	85,260.34		909,925	1,858,864.07		2,183,841	324,976.93
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	12,000	.00		36,000	.00		120,000	120,000.00
36 36	N FSK S/W PND FLOAT WTLND	76,800	.00		230,400	.00		768,000	768,000.00
36 69	DIX/IRVR DR RESIL 23FRP03	0	.00		0	.00		0	.00
36 *	STORMWATER MANAGEMENT	88,800	.00		266,400	.00		888,000	888,000.00
334 **	STATE GRANT	88,800	.00		266,400	.00		888,000	888,000.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SAVE OUR INDIAN RVR LAGN	0	.00		0	.00		0	.00
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	88,800	.00		266,400	.00		888,000	888,000.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	21.63-		0	19.06-		0	19.06
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	21.63-		0	19.06-		0	19.06
343 **	PHYSICAL ENVIRONMENT	0	21.63-		0	19.06-		0	19.06
340 ***	CHARGES FOR SERVICES	0	21.63-		0	19.06-		0	19.06

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	740	22.24	3	3,700	3,074.94	83	8,887	5,812.06
10 02	INVESTMENT INTEREST	0	.00		0	.00		0	.00
10 10	SBA ACCOUNT 121328	0	11,273.15		0	59,012.10		0	59,012.10-
10 *	INTEREST	740	11,295.39	1526	3,700	62,087.04	1678	8,887	53,200.04-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	740	11,295.39	1526	3,700	62,087.04	1678	8,887	53,200.04-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	33	.00		165	3,854.74	2336	400	3,454.74-
369 **	OTHER MISC REVENUES	33	.00		165	3,854.74	2336	400	3,454.74-
360 ***	MISCELLANEOUS REVENUES	773	11,295.39		3,865	65,941.78		9,287	56,654.78-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	83,473	.00		369,967	.00		954,282	954,282.00
99 *	BALANCE FORWARD	83,473	.00		369,967	.00		954,282	954,282.00
389 **	NON OPERATING SOURCES	83,473	.00		369,967	.00		954,282	954,282.00
380 ***	OTHER SOURCES(NON-REV)	83,473	.00		369,967	.00		954,282	954,282.00
FUND TOTAL	STORMWATER UTILITY	355,031	96,534.10		1,550,157	1,924,786.79		4,035,410	2,110,623.21
GRAND TOTAL		355,031	96,534.10		1,550,157	1,924,786.79		4,035,410	2,110,623.21

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : N

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35556	21696.00	61	177892	103277.34	58	.00	426786	323508.66	24
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	35556	21696.00	61	177892	103277.34	58	.00	426786	323508.66	24
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	533	.00	0	2665	1373.43	52	.00	6400	5026.57	22
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	533	.00	0	2665	1373.43	52	.00	6400	5026.57	22
15-00	SPECIAL PAY	28	25.00	89	28	125.00	446	.00	225	100.00	56
15 **	SPECIAL PAY	28	25.00	89	28	125.00	446	.00	225	100.00	56
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	250	600.00	240	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	250	600.00	240	.00	600	.00	100
21-00	FICA TAXES	2772	1610.18	58	13860	7882.74	57	.00	33269	25386.26	24
21 **	FICA TAXES	2772	1610.18	58	13860	7882.74	57	.00	33269	25386.26	24
22-00	RETIREMENT CONTRIBUTIONS	4379	2944.15	67	21895	14200.17	65	.00	52553	38352.83	27
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4379	2944.15	67	21895	14200.17	65	.00	52553	38352.83	27
23-00	INSURANCES	108	82.22	76	540	353.02	65	.00	1302	948.98	27
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7986	5604.88	70	39930	23304.12	58	.00	95834	72529.88	24
23-07	DENTAL INSURANCE	309	260.34	84	1545	1105.08	72	.00	3716	2610.92	30
23-08	VISION INSURANCE	58	43.10	74	290	183.83	63	.00	707	523.17	26
23-09	LONG TERM DISABILITY	109	83.34	77	545	357.63	66	.00	1316	958.37	27
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8570	6073.88	71	42850	25303.68	59	.00	102875	77571.32	25
24-00	WORKER'S COMPENSATION	4565	1650.57	36	22825	8496.69	37	.00	54787	46290.31	16
24 **	WORKER'S COMPENSATION	4565	1650.57	36	22825	8496.69	37	.00	54787	46290.31	16
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	200.00	50	2000	500.00	25	.00	4800	4300.00	10
27 **	BENEFIT OFFSET	400	200.00	50	2000	500.00	25	.00	4800	4300.00	10
31-00	PROFESSIONAL SERVICES	17581	.00	0	83623	20698.21	25	13522.75	206702	172481.04	17
31-01	LEGAL EXPENSES	41	.00	0	205	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	17622	.00	0	83828	20698.21	25	13522.75	207202	172981.04	17
34-00	CONTRACT SERVICES	9183	1365.00	15	45065	40364.08	90	28142.87	109353	40846.05	63
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	9183	1365.00	15	45065	40364.08	90	28142.87	109353	40846.05	63
39-00	CONTINGENCY	18439	.00	0	157743	.00	0	.00	286823	286823.00	0
39 **	CONTINGENCY	18439	.00	0	157743	.00	0	.00	286823	286823.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	1185	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	1185	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	.00	0	865	453.86	53	1622.14	2076	.00	100
41 **	COMMUNICATION	173	.00	0	865	453.86	53	1622.14	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	205	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	205	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	1216.26	97	6250	4860.35	78	7578.25	15000	2561.40	83

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1216.26	97	6250	4860.35	78	7578.25	15000	2561.40	83
44-00	RENTALS AND LEASES	250	.00	0	1250	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	1250	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1394	.00	0	6970	6843.37	98	.00	16734	9890.63	41
45 **	INSURANCE	1394	.00	0	6970	6843.37	98	.00	16734	9890.63	41
46-00	REPAIRS & MAINTENANCE	7268	10196.99	140	36220	40061.12	111	3575.48	87100	43463.40	50
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	17192	.00	0	30960	6581.74	21	.00	151314	144732.26	4
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	24460	10196.99	42	67180	46642.86	69	3575.48	238414	188195.66	21
47-00	PRINTING & BINDING	41	.00	0	205	275.00	134	.00	500	225.00	55
47 **	PRINTING & BINDING	41	.00	0	205	275.00	134	.00	500	225.00	55
49-00	OTHER CHARGES & OBLIG.	22	93.46	425	110	93.46	85	.00	267	173.54	35
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	83.40-	0	0	474.27-	0	.00	0	474.27	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	10.06	46	110	380.81-	346-	.00	267	647.81	143-
51-00	OFFICE SUPPLIES	41	.00	0	205	48.40	24	.00	500	451.60	10
51 **	OFFICE SUPPLIES	41	.00	0	205	48.40	24	.00	500	451.60	10
52-00	OPERATING SUPPLIES	922	536.38	58	4610	2902.30	63	3231.18	11070	4936.52	55
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2576	790.43	31	12880	5791.21	45	.00	30915	25123.79	19
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	3498	1326.81	38	17490	8693.51	50	3231.18	41985	30060.31	28
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	310	650.00	210	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	310	650.00	210	.00	750	100.00	87
55-00	TRAINING	729	219.00	30	3645	957.00	26	.00	8750	7793.00	11
55 **	TRAINING	729	219.00	30	3645	957.00	26	.00	8750	7793.00	11
56-15	IT-RELATED OPERATING EXP	345	.00	0	1725	.00	0	.00	4140	4140.00	0
56 **	TECHNOLOGY SYSTEMS	345	.00	0	1725	.00	0	.00	4140	4140.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	34745	153155.18	441	130901	209532.18	160	69471.49	374110	95106.33	75
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	12000	.00	0	36000	.00	0	120000.00	120000	.00	100
63-36	N FSK S/W PND FLOAT WTLND	76800	.00	0	230400	768000.00	333	.00	768000	.00	100
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	59774	.00	0	298870	.00	0	717270.00	717291	21.00	100
63 **	INFRASTRUCTURE	183319	153155.18	84	696171	977532.18	140	906741.49	1979401	95127.33	95
64-00	MACHINERY & EQUIPMENT	11019	.00	0	45225	49349.00	109	73018.00	122367	.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11019	.00	0	45225	49349.00	109	73018.00	122367	.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	26041	26041.92	100	130205	130209.60	100	.00	312503	182293.40	42
94 **	INTERFUND TRANSFER	26041	26041.92	100	130205	130209.60	100	.00	312503	182293.40	42
FUND 423	TOTAL *********										
	STORMWATER UTILITY	355019	227731.00	64	1550097	1448955.66	94	1037432.16	4035410	1549022.18	62
GRAND	TOTAL *********										
		355019	227731.00	64	1550097	1448955.66	94	1037432.16	4035410	1549022.18	62

Legislation Details (With Text)

File #:	24-135	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/12/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	FY 2024 February Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 2024 REVENUE Budget Tracking Worksheet Cognos Run.pdf FY 2024 EXPENSE Budget Tracking Worksheet Cognos Run.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 12, 2024
Agenda Date: March 26, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2024 February Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2024 thru February 29th, 2024.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/12/2023	001-0000-331.20-28	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	143
	001-0000-389.99-50	$1,969,004	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	
	001-0000-369.90-04	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	
10/27/2023	001-0000-389.99-50	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	
	001-0000-389.99-50	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	
	001-0000-389.99-50	$692,385	STRADLEY PARK BUDGET RESOLUTION #: 23-121	
	001-0000-331.20-29	$12,940	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	
11/17/2023	001-0000-389.99-50	$0	STRADLEY PARK PROJECT SHORTFALL	
11/30/2023	001-0000-364.00-00	$525,000	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	
	001-0000-389.99-50	$127,875		
12/15/2023	001-0000-389.99-50	$6,356,024	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	001-0000-331.20-23	$3,066	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
	001-0000-331.20-26	$1,960		
	001-0000-331.70-02	$17,700		
	001-0000-334.70-11	$4,204		
	001-0000-389.99-50	$1,681,979		
01/16/2024	001-0000-369.90-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			24-008	143
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$12,296,906**
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$12,296,906**
12/15/2023	104-0000-389.99-50	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$151,680**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$151,680**
10/12/2023	105-0000-334.90-01	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$14,691**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SHIP/COCOA HOUSING TRUST**	**$14,691**
12/15/2023	107-0000-389.99-50	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
12/18/2023	107-0000-389.99-50	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$15,094**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$15,094**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/07/2023	110-0000-389.99-50	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
	110-0000-389.99-50	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	
12/15/2023	110-0000-389.99-50	$2,331,364	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	110-0000-389.99-50	$25,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/10/2024	110-0000-338.00-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$2,420,783**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$2,420,783**
12/15/2023	111-0000-389.99-50	$150,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	1065
	111-0000-389.99-50	$15,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/31/2024	111-0000-338.00-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$136,518**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$136,518**
11/17/2023	130-0000-389.99-50	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/15/2023	130-0000-331.90-02	$691,432	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	669
	130-0000-331.90-02	$808,997	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,563,134**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**AMERICAN RESCUE PLAN FUND**	**$1,563,134**
02/29/2024	143-0000-389.99-50	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$13,457**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$13,457**
10/27/2023	303-0000-331.90-01	$4,103,261	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	303-0000-389.99-50	$426,023		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$4,529,284**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FISKE BV CMPLT STRTSCAPE**	**$4,529,284**
12/18/2023	304-0000-337.30-21	$84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
	304-0000-381.91-10	$84,000		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$168,000**
1	**Total Budget**	**Total Budget**	**T DOCKS / BREAKWATER**	**$168,000**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
10/27/2023	421-0000-381.91-24	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
	421-0000-389.99-50	($199,904)		
11/17/2023	421-0000-389.99-50	$264,304	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	
12/15/2023	421-0000-389.99-50	$7,571,410	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	421-0000-389.99-50	$1,987,399	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
02/29/2024	421-0000-389.99-50	($1,223,744)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$8,599,369**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$8,599,369**
02/29/2024	422-0000-389.99-50	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
	422-0000-389.99-50	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	422-0000-389.99-50	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,102,359**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER IMPACT FEE**	**$5,102,359**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/27/2023	423-0000-389.99-50	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
12/15/2023	423-0000-334.36-35	$120,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	423-0000-389.99-50	$79,978		
	423-0000-334.36-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	
	423-0000-389.99-50	$157,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,842,282**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$1,842,282**
10/27/2023	424-0000-389.99-50	$1,044,889	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	424-0000-389.99-50	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	
11/17/2023	424-0000-381.91-21	$1,182	MANHOLE LINING	
12/15/2023	424-0000-331.35-01	$56,303	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	424-0000-389.99-50	$18,108,386		
	424-0000-389.99-50	$5,514,531	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/25/2024	424-0000-389.99-50	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	
02/29/2024	424-0000-381.91-21	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
	424-0000-381.91-42	$107,092		

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
02/29/2024	424-0000-381.91-25	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	350
	424-0000-381.91-42	$2,593,648		
	424-0000-381.91-21	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
	424-0000-381.91-42	$2,401,619		
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$37,032,476**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$37,032,476**
02/29/2024	425-0000-389.99-50	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,820,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**W/S RESTRICTED ASSETS**	**$1,820,000**

12 Transfers & AmendmentsBetween Oct 1, 2023 and Feb 29, 2024

FY 2,024 Total Transfer & Amendments $75,706,033

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	02/26/2024	001-1000-511.21-00	($1,000)	JANUARY CLEANUP POSTAGE: YARD WASTE	2116
		001-1000-511.42-00	$1,741		
		001-1000-511.48-00	($241)		
		001-1000-511.23-04	($500)		
1	**Total Budget Amendments/Transfers**		**Division 1000 Total**	**$0**	
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	01/23/2024	001-1100-512.11-00	($61,260)	GATEWAY/ RVI DECEMBER CLEANUP	1620
1	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($61,260)**	
1104 - PLANNING					
1104 - PLANNING	11/17/2023	001-1104-515.41-00	$1,200	VERIZON BALANCE October Cleanup	667
		001-1104-515.51-00	$800		
		001-1104-515.34-00	($5,000)		
		001-1104-515.42-00	$3,000		
	12/15/2023	001-1104-515.34-00	$56,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/23/2024	001-1104-515.34-00	$61,260	GATEWAY/ RVI DECEMBER CLEANUP	1620
	02/26/2024	001-1104-515.42-00	($570)	JANUARY CLEANUP LID. CONFERENCE: PLANNERS	2116
		001-1104-515.55-00	$570		
		001-1104-515.13-00	$15,356	JANUARY CLEANUP PT PLANNING INTERN	2116

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	02/26/2024	001-1104-515.12-00	($15,356)	JANUARY CLEANUP PT PLANNING INTERN	2116
4	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$118,174**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	10/13/2023	001-1203-517.71-30	$51,278	US BANK SISSINE COPIER GASB87 COMPLIANCE	163
		001-1203-517.72-30	$418		
		001-1203-516.44-00	($51,696)		
	11/17/2023	001-1203-516.41-00	$4,000	INTERNEET FEES AND TAXES October Cleanup	667
		001-1203-516.64-15	($4,000)	INTERNET FEES AND TAXES OCTOBER CLEANUP	667
	12/15/2023	001-1203-516.46-00	$2,867	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1203-516.56-15	$2,744		
	12/19/2023	001-1203-516.56-15	$13,200	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-1203-516.41-00	$2,000	JANUARY CLEANUP INTERNET FEES	2116
		001-1203-516.64-15	($2,000)		
5	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$18,811**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/17/2023	001-1600-513.31-00	$5,000	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
		001-1600-513.31-00	$15,000	GEHRING RISK CONSULTING October Cleanup	667

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	11/17/2023	001-1600-513.45-00	($15,000)	GEHRING RISK CONSULTING October Cleanup	667
		001-1600-513.39-00	($1,500)	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-1600-513.56-15	$679,000	BUDGT ROLL: AFBP21 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$52,500	BUDGT ROLL: AFBP21 SUST. RESOLUTION #: 23-143	1071
		001-1600-513.56-15	$1,457,967	BUDGT ROLL: AFBP22 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$400,000	BUDGT ROLL: AFFD. HOUSING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$128,223	BUDGT ROLL: D.S. PAVING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$480,000	BUDGT ROLL: ECON. INCENT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$634,500	BUDGT ROLL: FD PUMPER TRK RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$209,249	BUDGT ROLL: HS TRAINEES RESOLUTION #: 23-143	1071
		001-1600-513.55-02	$7,363	BUDGT ROLL: HS TRNEE RECR RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$240,000	BUDGT ROLL: MUSEUM CONT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$241,000	BUDGT ROLL: P&F CADETS RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	12/15/2023	001-1600-513.39-00	$6,071	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-1600-513.55-01	$14,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1600-513.55-02	$7,045		
		001-1600-513.31-00	$67,103		
		001-1600-513.34-00	$13,028		
	01/16/2024	001-1600-513.39-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #: 24-008	1503
		001-1600-513.39-00	($2,300)	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/26/2024	001-1600-513.23-05	($2,779)	JANUARY CLEANUP FRS CHARGES	2116
		001-1600-513.49-00	$2,779		
		001-1600-513.23-05	($1)	JANUARY CLEANUP NEG. ROUNDING	2116
		001-1600-513.81-00	$1		
4	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$4,750,831**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/17/2023	001-1603-525.52-00	($5,000)	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
1	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**($5,000)**	
1805 - CITY CLERK					
1805 - CITY CLERK	02/26/2024	001-1805-513.12-12	$2,220	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-1805-513.12-00	($2,220)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 1805 Total**	**$0**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/17/2023	001-1906-513.56-15	$4,248	MONSIDO SUBSCRIPTION ADA October Cleanup	667
		001-1906-513.48-00	($4,248)		
	12/15/2023	001-1906-513.56-15	$5,000	BUDGT ROLL: ARCHIVE SCIAL RESOLUTION #: 23-143	1071
	02/26/2024	001-1906-513.34-00	$5,500	JANUARY CLEANUP MOORE CNTR. MUSIC/CATERER	2116
		001-1906-513.48-00	($5,500)		
3	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$5,000**	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	11/17/2023	001-1990-574.52-00	$1,000	DESK & DESK EQUIP. October Cleanup	667
		001-1990-574.49-00	($1,000)		
1	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/12/2023	001-2100-521.52-37	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	144
		001-2100-521.14-00	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	143
	10/27/2023	001-2100-521.52-38	$25,880	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	349
		001-2100-521.52-00	($12,940)		
	11/17/2023	001-2100-521.56-15	$10,183	DMS SOFTWARE FOR GASB96 October	667

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/17/2023	001-2100-521.54-00	($3,180)	Cleanup	667
		001-2100-521.56-15	$1,996	IDEMIA SOFTWR FOR GASB96 OCTOBER CLEANUP	667
		001-2100-521.46-00	($1,996)		
		001-2100-521.15-00	$1,500	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-2100-521.15-00	$20,000	BUDGT ROLL: OFF. SIGN ON RESOLUTION #: 23-143	1071
		001-2100-521.12-00	$32,000	BUDGT ROLL: PD HS TRAINEE RESOLUTION #: 23-143	1071
		001-2100-521.52-26	$3,920	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2100-521.52-23	$3,066		
		001-2100-521.46-03	$6,914		
		001-2100-521.52-00	$430		
		001-2100-521.64-00	$182,179		
	12/19/2023	001-2100-521.56-15	($13,200)	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-2100-521.12-00	($24,758)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-2100-521.12-12	$24,758		
6	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$277,324**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/17/2023	001-2101-521.54-00	($7,003)	DMS SOFTWARE FOR GASB96 October Cleanup	667
	12/15/2023	001-2101-521.15-00	$5,000	BUDGT ROLL: DIS. SIGN ON	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2101 - POLICE COMMUNICATIONS				RESOLUTION #: 23-143	
	02/26/2024	001-2101-521.12-00	($1,500)	JANUARY CLEANUP EXTRA DETAIL FUNDING	2116
		001-2101-521.12-06	$1,500		
		001-2101-521.49-00	$10	JANUARY CLEANUP NOTARY INCREASE COSTS	2116
		001-2101-521.51-00	($10)		
3	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**($2,003)**	
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	12/18/2023	001-2132-524.12-12	$1,730	NOV CLEANUP: SEE TRACKER EMPLOYEE ACCRUALS	1099
		001-2132-524.12-00	($1,730)		
1	**Total Budget Amendments/Transfers**		**Division 2132 Total**	**$0**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	12/15/2023	001-2200-522.52-02	$14	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/26/2024	001-2200-522.12-00	($1,000)	JANUARY CLEANUP Detail Funding: Fire	2116
		001-2200-522.12-06	$1,000		
2	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$14**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	001-2201-522.56-15	$1,584	EMS DRUG VND MACHINE OCTOBER CLEANUP	667
		001-2201-522.52-05	($1,584)		
	11/30/2023	001-2201-522.64-00	$652,875	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	823

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	12/15/2023	001-2201-522.12-00	$35,668	BUDGT ROLL: FIRE HS TRNEE RESOLUTION #: 23-143	1071
		001-2201-522.52-02	$7,463	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2201-522.52-00	$11,970		
		001-2201-522.64-00	$850,000		
		001-2201-522.46-00	$107		
	12/18/2023	001-2201-522.34-00	$19,200	NOV CLEANUP: SEE TRACKER STRATEGIC PLANNING SVCS	1099
		001-2201-522.55-00	($19,200)		
		001-2201-522.46-00	$9,072	NOV CLEANUP: SEE TRACKER UNBUDGETED BUNKER GEAR	1099
		001-2201-522.55-00	($9,072)		
	01/23/2024	001-2201-522.56-15	($690)	KRONOS IVR: FD OT PAGING DECEMBER CLEANUP	1620
		001-2201-522.41-00	$690		
	02/26/2024	001-2201-522.41-00	$8,000	JANUARY CLEANUP Direct TV - Spect. Trnsfr	2116
		001-2201-522.64-00	($8,000)		
6	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,558,083**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	001-3200-515.62-00	$750,000	BUDGT ROLL: BLAKE SUBDIV. RESOLUTION #: 23-143	1071
		001-3200-515.61-00	$241,379	BUDGT ROLL: C VIL. PRKING RESOLUTION #: 23-143	1071
		001-3200-515.31-16	$4,204	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3200-515.31-15	$17,700		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	12/15/2023	001-3200-515.56-15	$12,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/16/2024	001-3200-515.34-00	$2,300	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/02/2024	001-3200-515.34-00	$0	REALLOCATE HOUSING PROJ	1808
		001-3200-515.62-00	$0		
	02/26/2024	001-3200-515.49-00	($453)	JANUARY CLEANUP Negative Account Cleanup	2116
		001-3200-515.52-00	$399		
		001-3200-515.55-00	$20		
		001-3200-515.40-00	$34		
		001-3200-515.14-00	$1	JANUARY CLEANUP OT Overage	2116
		001-3200-515.12-00	($1)		
4	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$1,027,875**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	12/18/2023	001-3500-519.56-15	($10,000)	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
1	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**($10,000)**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	10/27/2023	001-3510-541.63-00	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	348
	11/17/2023	001-3510-541.43-00	$2,850	FPL PO, BUDGETED TOO LOW OCTOBER CLEANUP	667
		001-3510-541.46-00	($2,850)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	11/17/2023	001-3510-541.46-00	$0	SHORTFALL CURB & GUTTER OCTOBER CLEANUP	667
	12/15/2023	001-3510-541.63-00	$3,985	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		001-3510-541.31-00	$2,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3510-541.46-00	$58,701		
		001-3510-541.34-00	$3,900		
		001-3510-541.63-00	$46,296		
3	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$565,408**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	001-3520-572.46-00	$18,000	BUDGT ROLL: CEMTRY HEADST RESOLUTION #: 23-143	1071
	02/26/2024	001-3520-572.41-00	$1,600	JANUARY CLEANUP Verizon Increase	2116
		001-3520-572.46-00	($1,600)		
2	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$18,000**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	11/17/2023	001-3540-519.64-00	$3,951	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3540-519.64-00	$14,614	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3540-519.55-00	$6,528		
		001-3540-519.56-15	$13,760		
2	**Total Budget**		**Division 3540 Total**	**$38,853**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/17/2023	001-3560-519.64-00	($3,951)	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3560-519.56-15	$10,000	BUDGT ROLL: CMAS & INV RESOLUTION #: 23-143	1071
		001-3560-519.64-00	$23,428	BUDGT ROLL: FY23 CAP. PUR RESOLUTION #: 23-143	1071
		001-3560-519.62-00	$74,143	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3560-519.46-03	$6,381		
		001-3560-519.46-00	$15,365		
		001-3560-519.49-00	$225		
		001-3560-519.64-00	$136,186		
	12/18/2023	001-3560-519.56-15	$10,000	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	01/25/2024	001-3560-519.64-00	$25,000	PLAYHOUSE FIRE ALARM RESOLUTION #: 24-006	1666
		001-3560-519.34-00	($25,000)		
4	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$271,777**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	10/12/2023	001-3580-519.63-07	$1,263,151	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	145
		001-3580-519.63-00	$697,853		
		001-3580-519.64-00	$8,000		
	10/27/2023	001-3580-519.63-07	$321,797	PROVOST PARK LIGHTS RESOLUTION #:	345

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	10/27/2023			23-118	
		001-3580-519.63-07	$488,376	STRADLEY PARK BUDGET RESOLUTION #: 23-121	347
		001-3580-519.63-00	$204,009		
	11/17/2023	001-3580-519.63-07	$0	STRADLEY PARK PROJECT SHORTFALL	668
		001-3580-519.63-00	$0		
	12/15/2023	001-3580-519.63-07	$85,000	BUDGT ROLL: J.R. PRK IMP. RESOLUTION #: 23-143	1071
		001-3580-519.64-00	$529,141		
		001-3580-519.46-00	$61,550	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-3580-519.64-00	$47,349	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3580-519.63-00	$18,793		
	02/26/2024	001-3580-519.12-00	($130)	JANUARY CLEANUP OT Funding	2116
		001-3580-519.14-00	$130		
5	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$3,725,019**	
13	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$12,296,906**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/15/2023	104-3240-554.83-23	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$151,680**	
1	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$151,680**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	10/12/2023	105-3240-554.83-00	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
	11/17/2023	105-3240-554.49-00	$1,000	SHIP TITLE AND CELL PHONE OCTOBER CLEANUP	667
		105-3240-554.39-00	($1,800)		
		105-3240-554.41-00	$800		
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$14,691**	
2	**Total Budget Amendments/Transfers**		**SHIP/COCOA HOUSING TRUST**	**$14,691**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	107-3200-524.34-00	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	12/18/2023	107-3200-524.56-15	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	1098
	02/26/2024	107-3200-524.34-00	($27,959)	JANUARY CLEANUP Demolition Code Enf.	2116
		107-3200-524.49-00	$25,000		
		107-3200-524.12-00	($3)	JANUARY CLEANUP OT Overage	2116
		107-3200-524.14-00	$3		
		107-3200-524.56-15	$2,959	JANUARY CLEANUP Permit Tech. Camera	2116
3	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$15,094**	
3	**Total Budget**		**BUILDING PERMITS**	**$15,094**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/13/2023	110-3230-517.72-31	$2,124	COCOA VILLAGE POST OFFICE LEASE GASB87 COMPLIANCE	162
		110-3230-559.44-00	($62,179)		
		110-3230-517.71-31	$60,055		
	12/07/2023	110-3230-559.61-00	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
		110-3230-581.91-34	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	959
	12/15/2023	110-3230-559.64-00	$31,608	BUDGT ROLL: CAMERAS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$750,000	BUDGT ROLL: DWNTWN PRKIN RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$1,499,756	BUDGT ROLL: LEE WENNER RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$50,000	BUDGT ROLL: VILLAGE SIGNS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$15,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		110-3230-559.83-00	$10,000		
	01/10/2024	110-3230-559.63-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	1448
	02/07/2024	110-3230-559.54-00	$336	MEMBERSHIP REGISTRATION RESOLUTION #: CCRA 24-043	1853
		110-3230-559.23-04	($336)		
		110-3230-559.49-00	$3,300	203 ORANGE SITE ANALYSIS RESOLUTION #: CCRA 24-052	1854

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	02/07/2024	110-3230-559.64-00	($3,300)	203 ORANGE SITE ANALYSIS RESOLUTION #: CCRA 24-052	1854
5	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$2,420,783**	
5	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$2,420,783**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	111-3230-559.64-00	$50,000	BUDGT ROLL: BUS STOP SHEL RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: PRVST/ GIL RE RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: STAMPED PAVEM RESOLUTION #: 23-143	1071
		111-3230-559.56-15	$12,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		111-3230-559.83-00	$3,000		
	01/23/2024	111-3230-559.63-00	$0	BUS STOP CONCRETE PAD DECEMBER CLEANUP	1620
	01/31/2024	111-3230-559.23-09	$75	D.S. PAYROLL SHORE UP RESOLUTION # DSCRA-24-038	1759
		111-3230-559.12-00	($150)		
		111-3230-559.23-00	$75		
		111-3230-559.64-00	($21,226)	MOVING BUS STOP SHELTER FUNDS TO BUS STOP PAD	1761
		111-3230-559.63-00	$21,226		
		111-3230-559.64-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	1760
3	**Total Budget**		**Division 3230 Total**	**$136,518**	

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EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
3	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$136,518**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	12/15/2023	130-1203-516.63-00	$11,818	BUDGT ROLL: FIBR OPT. RNG RESOLUTION #: 23-143	1071
		130-1203-516.63-00	$109,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$120,831**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	12/15/2023	130-1600-513.56-15	$18,590	BUDGT ROLL: DIG. RECORDS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$4,572	BUDGT ROLL: LAPTOPS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$17,896	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$41,058**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/15/2023	130-2100-521.64-00	$4,224	BUDGT ROLL: FY22 PD VEH. RESOLUTION #: 23-143	1071
		130-2100-521.64-00	$128,004	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
1	**Total Budget**		**Division 2100 Total**	**$132,228**	

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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	130-2201-522.64-00	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	130-2201-522.64-00	$62,705	BUDGT ROLL: FD BRUSH TRK RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$198,596	BUDGT ROLL: FD TRAIN TRAI RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$682,088	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
2	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,006,094**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	130-3230-559.83-03	$50,000	BUDGT ROLL: CAMP SCHOLAR. RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$50,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	12/15/2023	130-3510-541.64-00	$73,018	BUDGT ROLL: PW WORK TRUCK RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$73,018**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	130-3520-572.64-00	$55,925	BUDGT ROLL: PW WORK VEH. RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$55,925**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/15/2023	130-3560-519.64-00	$83,980	BUDGT ROLL: PD COND. UNIT RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$83,980**	
2	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$1,563,134**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/29/2024	143-2100-521.52-00	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$13,457**	
1	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$13,457**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	303-3570-538.63-73	$4,302,406	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		303-3570-538.63-08	$226,878		
1	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$4,529,284**	
1	**Total Budget Amendments/Transfers**		**FISKE BV CMPLT STRTSCAPE**	**$4,529,284**	
3580 - CAPITAL PROJECTS MNGMT					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	12/18/2023	304-3580-572.63-00	$168,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
1	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$168,000**	
1	**Total Budget Amendments/Transfers**		**T DOCKS / BREAKWATER**	**$168,000**	
1506 - INVENTORY					
1506 - INVENTORY	02/26/2024	421-1506-536.52-30	$400	JANUARY CLEANUP Forklift Fuel	2116
		421-1506-536.46-00	($400)		
1	**Total Budget Amendments/Transfers**		**Division 1506 Total**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/17/2023	421-1515-536.64-00	$114,908	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	421-1515-536.64-00	$90,503	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-1515-536.64-00	$24,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
2	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$229,593**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	11/17/2023	421-4010-536.45-00	($45,000)	GEHRING RISK CONSULTING October Cleanup	667
		421-4010-536.31-00	$45,000		
		421-4010-581.91-24	$1,182	MANHOLE LINING	670

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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	12/15/2023	421-4010-536.56-15	$3,000,000	BUDGT ROLL: W/S ERP RESOLUTION #: 23-143	1071
		421-4010-536.31-00	$26,718	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4010-536.46-03	$4,472		
		421-4010-536.31-01	$110,139		
	02/29/2024	421-4010-581.91-24	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4010-581.91-24	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
3	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$4,944,990**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/13/2023	421-4020-536.44-21	($433,680)	DYAL GENERATOR GASB87 COMPLIANCE	161
	11/17/2023	421-4020-536.46-00	($5,000)	DYAL ELEV. CONTRACT SVCS October Cleanup	667
		421-4020-536.34-00	$5,000		
	12/15/2023	421-4020-536.46-00	$34,922	BUDGT ROLL: ACTUATOR REP. RESOLUTION #: 23-143	1071
		421-4020-536.64-00	$98,186	BUDGT ROLL: DUST COLL. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$50,000	BUDGT ROLL: TC ROOF REP. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$95,000	BUDGT ROLL: WEWA ROOF REP RESOLUTION #: 23-143	1071
		421-4020-536.64-15	$350,834	PO ROLL: SEE TRACKER RESOLUTION #:	1065

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/15/2023	421-4020-536.55-00	$6,016	23-142	1065
		421-4020-536.63-00	$33,005		
		421-4020-536.31-03	$10,905		
		421-4020-536.46-00	$78,173		
		421-4020-536.41-00	$358		
		421-4020-536.34-00	$17,253		
		421-4020-536.52-00	$1,191		
	12/18/2023	421-4020-536.46-00	($28,754)	NOV CLEANUP: SEE TRACKER SODA ASH SYSTEM REPLACE	1099
		421-4020-536.64-00	$28,754		
	01/22/2024	421-4020-536.64-00	$0	PUMP ROOM AC REPLACE MCC WS23DC TO BE REPLENISHED	1604
	01/25/2024	421-4020-536.64-00	$141,853	DYAL HVAC REPLACEMENT RESOLUTION #: 24-009	1667
		421-4020-536.46-00	($141,853)		
	02/26/2024	421-4020-536.12-12	$397	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4020-536.12-00	($397)		
		421-4020-536.52-09	($5,000)	JANUARY CLEANUP Travel: Conf. & Training	2116
		421-4020-536.40-00	$5,000		
7	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$342,163**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	12/15/2023	421-4025-536.64-00	$70,347	BUDGT ROLL: FY22 CAP. PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$40,065	BUDGT ROLL: FY23 CAP PUR	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	12/15/2023			RESOLUTION #: 23-143	
		421-4025-536.64-00	$18,897	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$106,240	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4025-536.46-00	$120,146		
		421-4025-536.46-02	$10,048		
	02/26/2024	421-4025-536.12-00	($5,772)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4025-536.12-12	$5,772		
2	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$365,743**	
4055 - ENGINEERING					
4055 - ENGINEERING	12/15/2023	421-4055-536.63-00	$3,026,223	BUDGT ROLL: COCOA GROVE RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$59,647	BUDGT ROLL: DYAL OZ IMPR. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$210,573	BUDGT ROLL: IND. PUMP ST. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$593,603	BUDGT ROLL: PINEDA RESOLUTION #: 23-143	1071
		421-4055-536.31-03	$36,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4055-536.63-00	$420,316		
	02/12/2024	421-4055-536.63-00	($1,000,000)	REALLOCATE CAP. PLAN DEV	1916
		421-4055-536.31-03	$1,000,000		
	02/29/2024	421-4055-536.63-00	($1,338,717)	FRIDAY & OSAGE ENG. SERV.	2171

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	02/29/2024			RESOLUTION #: 24-016	
		421-4055-536.63-00	($1,687,506)	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
3	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$1,320,665**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	10/12/2023	421-4120-536.46-00	($26,000)	SCADA MAINT. INCREASE RESOLUTION #: 23-113	141
		421-4120-536.31-03	$26,000		
	11/17/2023	421-4120-536.64-00	$149,396	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
		421-4120-536.52-00	($2,604)	4 EMP. CELLS & 1 AIR CARD October Cleanup	667
		421-4120-536.41-00	$2,604		
	12/15/2023	421-4120-536.64-00	$5,834	BUDGT ROLL: ANALYTIC BAL RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$149,396	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-4120-536.46-00	$17,749	BUDGT ROLL: PAINT SELLERS RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$10,465	BUDGT ROLL: REUSE PUMP RESOLUTION #: 23-143	1071
		421-4120-536.46-02	$11,397	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4120-536.64-00	$31,829		
		421-4120-536.63-00	$45,243		
	02/26/2024	421-4120-536.12-00	($10,518)	JANUARY CLEANUP ACCRUAL PAYOUT	2116

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	02/26/2024	421-4120-536.12-12	$10,518	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4120-536.13-00	$39,914	JANUARY CLEANUP DROP PAYOUTS	2116
		421-4120-536.12-00	($39,914)		
4	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$421,309**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	10/27/2023	421-4125-536.46-00	($33,570)	CAROLLO ENG. TASK # 24-03 RESOLUTION #: 23-119	346
		421-4125-536.31-03	$33,570		
	11/17/2023	421-4125-536.46-00	($1,182)	MANHOLE LINING	670
	12/15/2023	421-4125-536.31-03	$22,955	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4125-536.64-00	$518,296		
		421-4125-536.46-00	$1,157		
3	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$541,226**	
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/13/2023	421-4700-517.71-32	$339,510	DYAL GENERATOR GASB87 COMPLIANCE	161
		421-4700-517.72-32	$94,170		
1	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**$433,680**	
11	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$8,599,369**	
4010 - WATER ADMINISTRATION					
4010 - WATER	02/29/2024	422-4010-581.91-24	$107,092	FRIDAY & OSAGE ENG. SERV.	2171

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
ADMINISTRATION	02/29/2024			RESOLUTION #: 24-016	
		422-4010-581.91-24	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		422-4010-581.91-24	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$5,102,359**	
4055 - ENGINEERING					
4055 - ENGINEERING	02/29/2024	422-4055-536.63-00	$0	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$0**	
1	**Total Budget Amendments/Transfers**		**WATER/SEWER IMPACT FEE**	**$5,102,359**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	423-3570-538.63-73	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	11/30/2023	423-3570-538.63-00	$52,733	ADD. EOR SERVICES F&B & BOND FOR WETLND R #23-136	822
		423-3570-538.39-00	($52,733)		
	12/15/2023	423-3570-538.63-00	$50,678	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		423-3570-538.63-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$28,800	BUDGT ROLL: FLOATING WET. RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	12/15/2023	423-3570-538.63-00	$500	BUDGT ROLL: ROADWAY ELEV. RESOLUTION #: 23-143	1071
		423-3570-538.63-35	$120,000	BUDGT ROLL: US1/ FOREST A RESOLUTION #: 23-143	1071
		423-3570-538.34-00	$4,253	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		423-3570-538.63-00	$81,399		
		423-3570-538.64-00	$49,349		
		423-3570-538.46-00	$600		
		423-3570-538.31-00	$21,412		
	02/26/2024	423-3570-538.63-00	$0	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
		423-3570-538.12-00	($225)		
		423-3570-538.15-00	$225		
	02/29/2024	423-3570-538.39-00	($110,000)	VAC CON & ST. SWPR REPAIR RESOLUTION #: 24-015	2170
		423-3570-538.46-03	$110,000		
5	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$1,842,282**	
5	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$1,842,282**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/27/2023	424-4010-581.91-21	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$199,904**	
4020 - DYAL PLANT					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/15/2023	424-4020-536.63-00	$260,000	BUDGT ROLL: C-F POLY. TNK RESOLUTION #: 23-143	1071
		424-4020-536.63-00	$1,338,836	BUDGT ROLL: REACTOR CLAR. RESOLUTION #: 23-143	1071
		424-4020-536.64-00	$81,472	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		424-4020-536.63-00	$751,522		
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$2,431,830**	
4055 - ENGINEERING					
4055 - ENGINEERING	10/27/2023	424-4055-536.63-73	$998,420	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		424-4055-536.63-08	$46,469		
	12/15/2023	424-4055-536.63-00	$85,000	BUDGT ROLL: BANNA RIV TNK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$2,102	BUDGT ROLL: DYAL CO2 BULK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,275,000	BUDGT ROLL: DYAL OZONE IM RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$1,463,198	BUDGT ROLL: DYAL WELL 17 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$150,000	BUDGT ROLL: GRNDWT FLUME RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$8,776,363	BUDGT ROLL: IRP RESOLUTION #: 23-143	1071
		424-4055-536.63-06	$75,071	BUDGT ROLL: LIFT STN. 1 RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	12/15/2023	424-4055-536.63-00	$4,061,770	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/25/2024	424-4055-536.63-00	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	1665
	02/26/2024	424-4055-536.63-00	$0	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
	02/29/2024	424-4055-536.63-00	$222,065	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		424-4055-536.63-00	$4,413,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		424-4055-536.63-00	$4,089,125	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
5	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$32,040,674**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	12/15/2023	424-4120-536.63-00	$1,000,000	BUDGT ROLL: AERATN BLOWER RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$393,949	BUDGT ROLL: BNR RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$45,170	BUDGT ROLL: HYDROPNEUMATC RESOLUTION #: 23-143	1071
		424-4120-536.64-15	$300,000	BUDGT ROLL: M&L CNTRL BRD RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$619,767	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget**		**Division 4120 Total**	**$2,358,886**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 2/29/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/17/2023	424-4125-536.63-00	$1,182	MANHOLE LINING	670
1	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$1,182**	
6	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$37,032,476**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	425-4010-581.91-24	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$1,820,000**	
1	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**	**$1,820,000**	

20 Transfers & AmendmentsBetween Oct 1, 2023 and Feb 29, 2024

FY 2,024 Total Transfer & Amendments $75,706,033

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Legislation Details (With Text)

File #:	24-136	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/12/2024			**In control:**	City Council
On agenda:	3/26/2024			**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:	Change Orders-CM Authorized February 2024.pdf Visualization Change Order Authorizations.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 12, 2024
Agenda Date: March 26, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
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 February 29th, 2024. 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

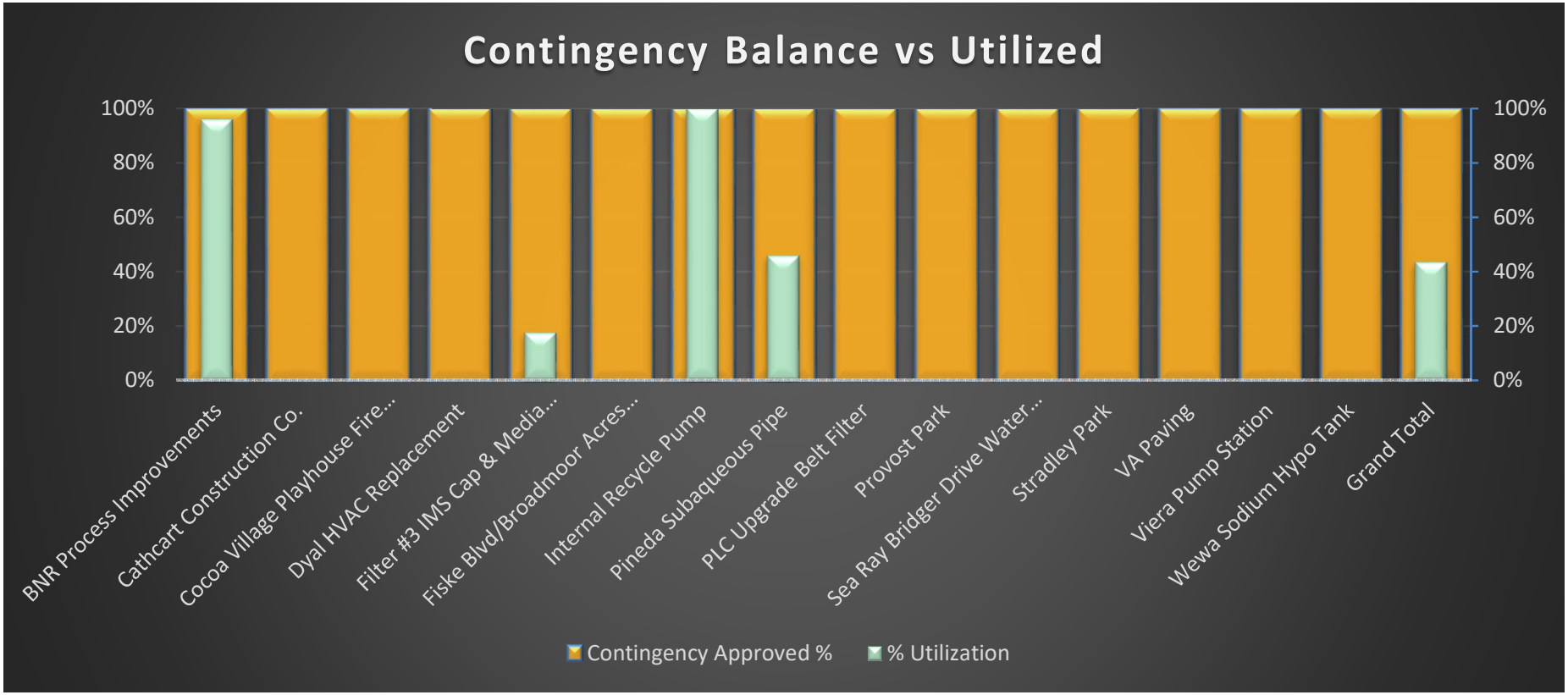
FY 2024 Change Orders - CM authorized to execute

Applied to Contingency | as of: 2/29/2024

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
CA2402	**DYAL HVAC REPLACEMENT**														
Op. Rev.		117,818	Total approved	2023-064											
Project Manager:	Francis Palmieri	1,988	Contingency and other costs authorized												
Account #:	421-4020-536.64-00	115,830	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47679	54,650	54,650	-	-	-	54,650	$ -	$ -	$ -	$ -
PO #:	**81972**														
		1,988													
WS22IR	**Internal Recycle Pump**														
Op. Rev.		11,581,208	Total approved	2023-064											
Project Manager:	Francis Palmieri	81,970	Contingency and other costs authorized												
Account #:	421-4120-536.63-00	11,499,238	Exp authorized before contingency												
	424-4055-536.63-00														
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,366,175	11,581,208	-	-	-	11,581,208	$ -	$ -	$ -	$ -
PO #:	**81414**				47027-1	10,133,063									
					47027-2	**81,970**									
		-													
PWFBSP	**Stradley Park**														
Op. Rev.		681,637	Total approved	2023-121											
Project Manager:	Gary Palmer	60,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	621,637	Exp authorized before contingency												
	001-3580-519.63-07														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**VA Paving**			FY2024	47387	321,797	321,797	-	-	-	321,797	$ 177,667	$ 177,667	$ -	$ -
PO #:	**81729**														
		60,000													
PWFBPP	**Provost Park Improvements**														
Op. Rev.		1,969,004	Total approved	2023-116											
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency												
	001-3580-519.63-07														
	001-3580-519.64-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
				FY2024	47163	697,853	1,889,004	-	-	-	1,889,004	$ 538,388	$ 538,388	$ -	$ -
Vendor:					47163	49,977									
PO #:	**81560**				47163	1,133,174									
		80,000			47163	8,000									
AFBP22 & PW08SP	**Annual Street Paving**														
Op. Rev.		950,000	Total approved	2023-064											
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**VA Paving**			FY2024	47376	443,982	923,204	-	-	-	923,204	$ -	$ -	$ -	$ -
PO #:	**81738**				47376-1	479,222									
		26,796													

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS23DF	**Filter #3 IMS Cap & Media Replacement**														
Op. Rev.		697,679	Total approved	2023-020											
Project Manager:		42,413	Contingency and other costs authorized	2023-021											
Account #:	424-4020-536.63-00	655,266	Exp authorized before contingency	2023-059											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Elenis Contracting**			FY2023	46212	424,120	662,766	-	-	662,766	-	$ 318,688	$ 211,366	$ 107,322	$ -
PO #:	**80847**				46525	231,146									
		34,913			46736	**7,500**									
PW23PF	**Cocoa Village Playhouse Fire Alarm Panel**														
Op. Rev.		156,849	Total approved	2023-029											
Project Manager:	Frank Marabito	10,000	Contingency and other costs authorized												
Account #:	001-3560-519.64-00	146,849	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Integrated Fire**			FY2023	46235	113,602	146,849	-	-	146,849	0	$ 137,345	$ 137,345	$ -	$ -
PO #:	**80892**				46235-1	33,247									
		9,999.55			46235-2	**0**									
WS21VP	**Viera Pump Station**														
Op. Rev.		917,070	Total approved	2023-015											
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**L7 Construction**			FY2023	46161	833,700	833,700	-	-	833,700	-	$ 315,150	$ 275,250	$ 39,900	$ -
PO #:	**80814**														
		83,370													
WS21SC	**Sea Ray Bridger Drive Water Main Relocation**														
Op. Rev.		4,839,476	Total approved	2022-134											
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,524	4,399,524	-	-	4,399,524	-	$ 2,796,969	$ 378,643	$ 2,418,326	$ -
	80537														
		439,952													
WS17FC	**PLC Upgrade Belt Filter**														
Op. Rev.		164,105	Total approved	22-084											
Project Manager:		21,405	Contingency and other costs authorized												
Account #:	421-4020-536.63-00	142,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**CC Control Corp**			FY2022	45427	142,700	142,700	-	-	142,700	-	$ 131,100	$ -	$ 131,100	$ -
PO #:	**80167**														
		21,405													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		289,132	Total approved	2022-025											
Project Manager:		26,285	Contingency and other costs authorized												
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency												
	424-4055-536.63-08						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Tiera Inc.			FY2022-303	44454	197,135	262,847	-	262,847	-	-	$ 11,424	$ 11,424	$ -	$ -
	79493			FY2022-424	44454-1	65,712									
		26,285													

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		6,018,117	Total approved	2022-025											
Project Manager:		547,102	Contingency and other costs authorized												
Account #:	303-3570-538.63-73	5,471,015	Exp authorized before contingency												
	423-3570-538.63-73						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	424-4055-536.63-73			FY2024	47365	5,471,015	5,471,015	-	-	-	5,471,015	$ 346,045	$ 346,045	$ -	$ -
	Cathcart Construction Co. 81782														
		547,102													
WS18MI	**Pineda Subaqueous Pipe**														
Op. Rev.		12,066,069	Total approved	21-112											
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized												
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency												
Account #:	421-4055-536.63-00						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**City of Melbourne**			FY2021	WIRE	10,969,154	11,472,467	10,969,154	485,192	18,121	-	$ 11,651,223	$ 196,877	$ 485,192	$ 10,969,154
PO #:	**WIRE**			C.O. #1	WIRE-1	**399,159**									
				C.O. #2	WIRE-2	**86,033**									
				C.O. #4	WIRE-4	**43,589**									
				C.O. #5	WIRE-5	**6,950**									
				C.O. #6	WIRE-6	**14,539**									
				C.O. #7	WIRE-7	**69,457**									
				C.O. #8	WIRE-8	**158,042**									
				C.O. #9	WIRE-9	**(113,462)**									
				C.O. #10	WIRE-10	**71,186**									
				C.O. #11	WIRE-11	**(136,480)**									
		593,602													
WS1222	**BNR Process Improvements**														
Op. Rev.		2,497,935	Total approved	2022-018											
Project Manager:		989,934	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	1,508,001	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**E&D Contracting Services Vendor #10461**			FY2022	44517	1,508,001	2,458,326	-	1,944,049	514,277	-	$ 2,201,468	$ 564,028	$ 1,129,530	$ 507,911
PO #:	**79480**			C.O. #1	45144	**436,048**									
				C.O. #2	45887	**30,015**									
				C.O. #3	46074	**5,376**									
		39,609		C.O. #4	46493	**478,886**									


Contingency Balance vs Utilized
100%
80%
60%
40%
20%
0%
BNR Process Improvements
Cathcart Construction Co.
Cocoa Village Playhouse Fire...
Dyal HVAC Replacement
Filter #3 IMS Cap & Media...
Fiske Blvd/Broadmoor Acres...
Internal Recycle Pump
Pineda Subaqueous Pipe
PLC Upgrade Belt Filter
Provost Park
Sea Ray Bridger Drive Water...
Stradley Park
VA Paving
Viera Pump Station
Wewa Sodium Hypo Tank
Grand Total
Contingency Approved %
% Utilization

Legislation Details (With Text)

File #:	24-156	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/20/2024			**In control:**	City Council
On agenda:	3/26/2024			**Final action:**	
Title:	Bi-weekly Report from February 23 - March 21, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 20, 2024
Agenda Date: March 26, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-weekly Report from February 23 - March 21, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: February 23 – March 21, 2024

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 18 received/ 15 closed out - $0 collected in fees
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - John Haight – Planning Intern, City Manager's Office/Planning, February 26, 2024
  - James Powell – Apprentice Operator, Utilities /Sellers, March 18, 2024
  - Alan Fuller – Police Officer, Police/Administration, March 18, 2024
  - Zachary Causey – Utility Mechanic I, Utilities/Sellers, March 18, 2024
  - Jeremy Bain – Maintenance Worker I, Utilities/Dyal, March 18, 2024
  - Zoie Badalov – Grant Staff Accountant, Finance/General Accounting, March 18, 2024
- Recent promotions
  - Brenden Bass – Utility Mechanic I, Utilities/Dyal, March 11, 2024
  - Dylan Price – Supervisor II, Public Works/Streets, March 18, 2024
- Key retirements
  - Richard Williams – Industrial Electrician II, Utilities/Sellers, February 29, 2024, 20 years

Communication and Economic Development

- Media Stories:
  - Cocoa to give key to city to KC Chiefs Jawaan Taylor
  - Cocoa Police Swear-In Newest Police Officer Alan Fuller Jr.
  - Why Brightline's Cocoa station should be big for these businesses
  - City of Cocoa to Honor Former Tiger and Super Bowl Champion Jawaan Taylor with Key to the City March 26
  - Brightline's Cocoa station should be big for these businesses
  - City of Cocoa Now Accepting Application for Upcoming Summer Youth Employment Program
  - New Transportation Option Coming for Port Canaveral Cruisers
  - Brightline to open Cocoa station along Orlando route
  - Brightline set to add another stop on the way to South Florida
  - Brightline aims to locate rail station on Florida's Space Coast
  - Brightline to add train stop in Cocoa, providing access to Brevard cruise ships
  - Brightline bringing new station to Cocoa
  - Brightline to work with Cocoa on Brevard County station
  - Next stop, Cocoa: Brightline travels toward new station in Brevard
  - Brightline gives green light to Cocoa stop for its Orlando-to-Miami passenger rail service
  - New Brightline stop added to Central Florida
  - Cocoa's getting a Brightline station, but where does the train go, how much is a ticket?
  - Brightline OKs train stop in Cocoa
  - Brightline Announces Future Stop in Cocoa Near 528
  - Why Brightline's new station could boost business in the city
  - Brightline bringing new high-speed rail station to Cocoa
  - ALL ABOARD! High-Speed Rail Brightline Officials Announce Plans for Train Station in Cocoa
- New News Releases:
- Upcoming Events:
  - March 26, 2024: Key to the City Presentation for Jawaan Taylor at the Cocoa City Council Meeting
  - April 2, 2024: Pathways Business Launch Program (For our Hispanic and Latino Business Community) - 7-week business education program in partnership with weVENTURE
  - April 2, 2024, 5pm: Ribbon Cutting Ceremony for the Dr. Joe Lee Smith Community Center Computer Lab
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 55,371
    - Post engagement: 5,501
    - Followers: 15,441
  - Twitter
    - Impressions: 3,522
    - Followers: 3,340

- LinkedIn
  - Post impressions: 1,553
  - Followers: 1,172
- NextDoor
  - Impressions: 6,277
  - Members: 4,965
- March e-newsletter (Sent 3/5/24)
  - Sent to 675 contacts
  - 51% open rate (average open rate for e-mail marketing in 2022 is 17%)
- Next printed FYI Newsletter mails April 1, 2024.

- Upcoming special events at Leisure Services facilities:
  - **Brevard County Dog Training Club The Thrill of the Chase Lure Course**
    - March 30, 2024, 10am-5pm
    - Riverfront Park
  - **Annual Keep Brevard Beautiful Trash Bash Clean-up and Tree Giveaway**
    - April 6, 2024, 8am-1pm
    - Riverfront Park and Cocoa
  - **Dog and Bone British Pub Anniversary Party**
    - April 6, 2024, 4pm-8pm
    - Myrt Tharpe Square Gazebo

Community Services – update 02/22/2024

- **New businesses – February 1-22, 2024**

FEB-MAR 2024 BTR's					
Commercial Business Name / DBA	**Physical Address**	**# FT Employees**	**# Pt Employees**	**Council District**	**Description**
Diamond CPA Accounting & Advisory Inc	310 Brevard Ave, Unit # 13, 32922	1	1	1	Office Space for Meeting Tax advisory Clients
Ryder's Collective Beauty, LLC	1623 N Cocoa Blvd, Unit B, 32922	0	0	2	Beauty Salon W/ Booth Rentals
The Masters Fitness DBA Anytime Fitness	2301 Highway 524 #C-100, 32926	1	1	3	24 Hour Fitness Center - Publix Plaza

The Fat Donkey Cocoa Village	4 Harrison Street #105, 32922	0	10	1	Ice Cream Shop- Sun-Thurs-12:30-10PM /F & Sat-12:30- 10:30 PM
T-Mobile South, LLC	450 Townsend Road, 32926	0	0	3	Kiosk inside Sams Club Sales & Phones Leasing
Barakat Insurance Cocoa	1400 Dixon Blvd, 32922	2	0	4	Health Insurance Sales
The Knot Wine Bar, LLC	409 Delannoy Ave, 108-109, 32922	1	0	1	Wine Bar -Wed-Fri-3Pm - 9PM *Sat & Sun 12-9 PM
Population Relief International	226 King Street #130, - 32922	0	2	1	Provides free contraceptives M-F- 4PM - 6PM
The Unwinding Spot LLC	627 Brevard Ave , 32922	1	0	1	Massage Therapy. & Aromatherapy
Home Business BTR					
Ford's All Star Academy, LLC	1102 W Highland Drive	1	0	2	Home Day Care Center Mon - Friday

February 22-March 20 building inspections – 387

February 22-March 20 building permits issued – 157

Finance

- Brian Dale, Purchasing & Contracts Manager, has been appointed as the Chair of the Brevard County Public Entity Purchasing Cooperative which is a local association that strives to share knowledge and resources among public procurement professionals in Brevard County.
- The auditors began the annual financial audit on 2/19.

- Payroll was processed the week of 2/19.
- 90,084 utility bills were processed for the month of January
- Committee meeting for the Cocoa CRA & Diamond Square CRA master plan updates vendor selection was held on 2/21/24.

Fire Department

- FireBlast training trailer remains at PRIDE getting body work completed.
- February calls for service 487(67% EMS, 33% Fire Related)
- Recruit Firefighters started second phase of Fire School at EFSC.
- Multiple Public Relations events attended by crews.
- Citizen Academy at Fire Station 1 (3/20/24)
- Chief Lamm attended East Central Florida Military Installation Resilience Review (MIRR) Kick-Off Session (3/7/24)
- Chief Lamm attended East Central Florida Military Installation Resilience Review (MIRR) Welcome Session (3/6/24).
- Chief Hennessey, Chief Seeber, and Tony Jones travel to SFEV (3/13/24) setup and inspection of new Engine for equipment.

Information Technology

- Project updates/highlights
  - PD Server hardware successfully upgraded
  - ITB for replacement Storage Area Network (SAN) closed and bids were opened
  - EFSC intern has begun in IT
- Helpdesk stats as of 9/8/2022
  - 86 open helpdesk tickets
  - 479 new tickets opened in last 30 days
  - 462 tickets closed/resolved in last 30 days
  - 4844 tickets opened in last 365 days

Police Department Updated 1/18/24

- Activity/Event highlights
  - MLK pararde
- New project/training updates
  - FDOT Regulations - School Zone Speed Cameras
  - EVOC Mandatory Training
- Chief's walk highlights
  - None
- Community engagement highlights/events
  - MLK parade
- Call stats-Crime Stats: January 1, 2023- December 31, 2023 (For comparison purposes January 1, 2022-December 31, 2022, data is also included)

- Property Crimes Offenses have decreased by 7%.
- Violent Crime Offenses increased by 15% compared to YTD 2022.
- Overall, crime offenses have decreased by 4%.
- Calls for Service decreased 1% (74,122 in 2022 compared to 73,130 in 2023)

- Code Enforcement stats/highlights/Activity:

Active Cases	137
Complied Cases	82
Code Board Cases scheduled for	19
Snipe Signs Pulled	36

Highlights:

- Closed out the year 2023 to start fresh for 2024.
- Working on Outstanding Business Tax Receipts.
- Working to resolve Hot Topics: Grease issues/Discharge in Storm drains in Cocoa Village, 211 Coquina Dr., and Homeless Camps of Dixion and on Stone Street.

Other Mentions:

- Officers hitting hot areas beginning January 1, 2024. Sweeps account for the 137 Active Cases.

Public Works

- Major project updates
  - Fiske and Broadmoor Acres – Under Construction; Groundbreaking Event to be held on Tuesday, February 6th at Carl Anderson Park at 9:00 am.
  - Parks Projects
    - Provost – In progress
    - Don Stradley Memorial Park- In progress
- Work order stats (received/closed)
  - 86 received

    - 80 closed
    - Residential Bulk Green Waste Requests: 61
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 PD&E Study (437983-1) – In Progress
        - SR 501 Safety Project (447085-1) – Under Construction
        - SR 528 Widening and Reconstruction (407402-3) – In Design
        - SR 520 Safety Project Cox to Aurora (445689-1) - In Design
        - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
    - Brightline/FEC
        - Brightline formally launched a Request for Proposals (RFP) for a new station planned for the Treasure Coast of Florida. Brightline will announce the site in the first quarter of 2024.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – February
    - WFO Issued Work Orders – 1,589
    - WFO Completed Work Orders – 1,223
    - Hydrants Flushed – 144
    - Valves Exercised – 436
    - Utility Locate Requests – 2,395
    - SFO Issued Work Orders – 181
    - SFO Completed Work Orders – 137