City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, March 23, 2021

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.2 21-227 Approve the Agenda for the Regular meeting of March 23, 2021, as presented or with amendments.

Attachments: 03-23-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-212 Approve the Minutes of the District 1 Town Hall Meeting of February 16, 2021, as written or with amendments.

Attachments: 02-16-2021 Town Hall Minutes.pdf
Exhibit A - Town Hall District 1 2021.pdf

II.2(b) 21-228 Approve the Minutes of the Regular meeting of February 23, 2021, as written or with amendments.

Attachments: 02-23-2021 Minutes ADA.pdf
EXHIBIT A-CIRRUS PRESENTATION.pdf
E-Comment from A. Ingham.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-237 Certificate of Recognition to Fred Howell. (Councilmember Dyal)

Attachments: Howell Certficate of Recognition.pdf

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 21-163 Staff recommends approval for the adoption of Lee Wenner Park, Provost Park, Dr. Joe Lee Smith Park and SR 524 by various volunteer organizations through the Keep Brevard Beautiful Program. (Public Works Director)

Attachments: Cocoa Adoption Applications.pdf

V.2 21-167 Approval to issue a temporary permit to reserve a portion of either the T-Dock or Day-Slips for Oceanik.US, Inc. to use for overnight and weekend storage of a vessel for repair work related to the waterway channel fender system on the SR 520 bridge in the Indian River. (Public Works Director)

V.3 21-198 To Approve the 2021 Fee Schedule under Amendment #7 with Water Resource Associates (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (Utilities Director)

Attachments: 2021 Fee Schedule updated 01-01-2021.pdf
Signed 7th Amendment.pdf
Agenda of 10-27-20; File # 20-680.pdf
Agenda File ID 17-494 TCR-SJR Project Permitting Agmt.pdf
WRA COI - Exp 5-31-21.pdf
WRA Original Contract.pdf

V.4 21-223 Approve a Resolution Amending the FY21 Budget, BAF# 21-057-A, re-classing the revenue account to grant funding, and not through the use of Fund Balance Reserves, and providing additional budget, for the allocation of a portion of the funds, to Administrative Costs. (Finance Director)

Attachments: Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-057-A-FN-CDBG-CV (3-23-21)- Agenda 21-223-FY21.pdf

(B) MULTI-YEAR CONTRACTS:

V.5 21-207 Approve the First Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Service Agreements with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems. (Utilities Director)

Attachments: Amendment 1 - RFQ-18-10-COC Carollo.pdf
07_24_18_ Continuing Services Agreement.pdf
COI - Exp 7-4-21.pdf

VI. PUBLIC HEARINGS:

VI.1 21-201 Pass on 1st Reading: Ordinance 02-2021, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date. (Community Services Director)

Attachments: Ord. 02-2021 (revised) RU 2-10 Single-Family - 3-3-2021 Clean.pdf
Legal Ad Proof 3-23 and 4-13.pdf

VI.2 21-205 Pass on 1st Reading: Ordinance 04-2021, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date. (Community Services Director)

Attachments: Ord 04-2021 C-C and CWOD w-map.pdf
Legal Ad Proof 3-23 and 4-13.pdf

VI.3 21-215 Pass on 1st Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District). (Community Services Director)

Attachments: Ordinance 06-2021 Rezoning London Cove-Retreat at Cocoa Commons RU-2-
Location Map.pdf
Legal Ad Proof (FLUM and Rezone).pdf

VI.4 21-232 Pass on 1st Reading: Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”. (Community Services Director)

Attachments: Ordinance 05-2021 FLU Amendment London Cove-Retreat at Cocoa Commons
Location Map.pdf
Legal Ad Proof (FLUM and Rezone).pdf

VII. COUNCIL BUSINESS:

VII.1 21-217 Staff is seeking Council direction on the future of the July 4th celebration in Riverfront Park for 2021. (Assistant to the City Manager/Public Information Officer)

Attachments: July 4th Presentation.pdf

VII.2 21-229 Consider the Appointment of Jennifer Kenny as a member of the Sustainability Advisory Board. (Administrative Services Director)

Attachments: Jennifer Kenny Board App.pdf
Sustainability Advisory Board Roster.pdf
Consideration Letter.pdf

VII.3 21-230 Consider the Appointment of the current Alternate member Sharri Scott as a Regular Member and new applicant Demetrius Thomas as 1st Alternate member to the Code Enforcement Board. (Administrative Services Director)

Attachments: Scott Board Application.pdf
Thomas Board Application.pdf
Code Board Roster.pdf
03_11_2021 Scott Consideration Letter.pdf
03_11_2021 Thomas Consideration Letter.pdf

VII.4 21-231 Consider the adoption of a Resolution supporting SB 334 & HB 239 which grants Cities and Counties the ability to provide smoke-free zones or designated smoking areas in public parks. (City Manager)

Attachments: Resolution: Smoke Free Zones.docx

VII.5 21-250 Council Direction on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park). (Community Services Director)

Attachments: ATTACHMENT A -Villas Revised Draft Development Agreement 2.22.21pdf.pdf
ATTACHMENT B - Email Correspondence with The Villas of Cocoa Village.msg
ATTACHMENT C - Highest & Best Use Analysis - 915 Florida Avenue.pdf
ATTACHMENT D - Proposed Concept Plan.pdf
ATTACHMENT E -Villas Proposal.pdf
ATTACHMENT F - Villas schematic design.pdf
ATTACHMENT G - RFP for 915 Florida Avenue.pdf

VIII. CITY BUSINESS:

VIII.1 21-168 Approval of the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement including the final requirement of producing 239 jobs at an average annual wage above $42,421 by December 31, 2020. (Community Services Director)

Attachments: RES 96-024(Providing a general procedure for granting economic development
Ord 2014-018 (Ad Valorem Tax Ememptions).pdf
Walmart EDI AVT 06 30 2016.pdf
Ordinance 12-2016 AVT Project Citizen Kane (Walmart).pdf
DA for Walmart Distribution Center (1).pdf
Walmart - City of Cocoa 2021 Ad Valorem Exemption Application Suppo
Estimated 2020 Real Estate_Personal Property taxes_2021-03-04.pdf

VIII.2 21-200 Approve a Lease Termination with The Florida Historical Society for the operation of the Brevard Museum of History and Natural Science; accept donation of certain Florida Historical Society assets; direct staff and the City Attorney to review museum exhibit leases and donation documents to determine disposition of artifacts and exhibits not owned by the Florida Historical Society; and Approve BAF (#21-060-T) to allocate funds for the temporary operation of the Museum to maintain public access. (Assistant City Manager)

Attachments: Florida Historical Society Brevard Museum Lease Termination Letter.pdf
Brevard Museum Lease Termination.pdf
Brevard Museum Lease Agreement (Recorded).pdf
Brevard Museum of History and Natural Science History Summary.docx
Cocoa Brevard Museum Estimated Monthly Cost.pdf
Payroll Analysis-Facilities Attendant (03-08-21).pdf
BREVARD MUSEUM loan list.docx
Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-060-T-PW-Museum Operations (03-23-21) Agenda 21-200.pdf

VIII.3 21-236 Approve Ordinance No. 07-2021 on First Reading: Relating to Term Limits of Board members. (City Manager)

Attachments: Ordinance 07-2021 Term Limits.pdf

IX. INFORMATIONAL AGENDA:

IX.1 21-197 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 2/28/2021. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.20 thru 2.28.21.pdf

IX.2 21-204 Fire Incident Summary Report for February 2021. (Fire Chief)

Attachments: February Request for Service By Incident Type Report.pdf

IX.3 21-224 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: CM-Change Orders 2-28-21.pdf

IX.4 21-225 FY 2021 Budget Adjustment Report. (Finance Director)

Attachments: February FY 2021 EXPENSE Budget Tracking Worksheet.pdf
February FY 2021 REVENUE Budget Tracking Worksheet.pdf

IX.5 21-226 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)

Attachments: Budget By Classification Report - February 2021.pdf

IX.6 21-244 Space Coast TPO Project Priority Entry and Listings. (Public Works Director)

Attachments: 2021 SCTPO Pending Projects List.xlsx

Rosa L Jones Roundabout SCTPO-2021-Project-Application.doc

Rosa L Jones Roundabout FDOT-2021 APPLICATION.docx

Future Projects List.docx

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	21-227	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of March 23, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of March 23, 2021, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of March 23, 2021, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: March 23, 2021
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 23, 2021 (21-227)

2. Minutes: (a) District 1 Town Hall Meeting of February 16, 2021 (21-212)
(b) Regular Meeting of February 23, 2021 (21-228)

III. Awards and Presentations:

1. Certificate of Recognition to Fred Howell. (21-237). (Councilmember Dyal)

IV. Delegations:

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

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V. Consent Agenda:

(A) General Consent Items:

1. Staff recommends approval for the adoption of Lee Wenner Park, Provost Park, Dr. Joe Lee Smith Park and SR 524 by various volunteer organizations through the Keep Brevard Beautiful Program. (21-163). (Public Works Director)

2. Approval to issue a temporary permit to reserve a portion of either the T-Dock or Day-Slips for Oceanik.US, Inc. to use for overnight and weekend storage of a vessel for repair work related to the waterway channel fender system on the SR 520 bridge in the Indian River. (21-167). (Public Works Director)

3. Approve the 2021 Fee Schedule under Amendment #7 with Water Resource Associates (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (21-198). (Utilities Director)

4. Approve a Resolution Amending the FY21 Budget, BAF# 21-057-A, re-classing the revenue account to grant funding, and not through the use of Fund Balance Reserves, and providing additional budget, for the allocation of a portion of the funds, to Administrative Costs. (21-223). (Finance Director)

(B) Multi-Year Contracts:

5. Approve the First Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Service Agreements with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems. (21-207). (Utilities Director)

VI. Public Hearings:

1. Pass on 1st Reading: Ordinance 02-2021, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior

inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date. (21-201). (Community Services Director)

2. Pass on 1st Reading: Ordinance 04-2021, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date. (21-205). (Community Services Director)

3. Pass on 1st Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District). (21-215). (Community Services Director)

4. Pass on 1st Reading: Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”. (21-232). (Community Services Director)

VII. Council Business:

1. Staff is seeking Council direction on the future of the July 4th celebration in Riverfront Park for 2021. (21-217). (Assistant to the City Manager/Public Information Officer)

2. Consider the Appointment of Jennifer Kenny as a member of the Sustainability Advisory Board. (21-229). (Administrative Services Director)

3. Consider the Appointment of the current Alternate member Sharri Scott as a Regular Member and new applicant Demetrius Thomas as 1st Alternate member to the Code Enforcement Board. (21-230). (Administrative Services Director)

4. Consider the adoption of a Resolution supporting SB 334 & HB 239 which grants Cities and Counties the ability to provide smoke-free zones or designated smoking areas in public parks. (21-231). (City Manager)

5. Council Direction on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park). (21-250). (Community Services Director)

VIII. City Business:

1. Approval of the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement including the final requirement of producing 239 jobs at an average annual wage above $42,421 by December 31, 2020. (21-168). (Community Services Director)

2. Approve a Lease Termination with The Florida Historical Society for the operation of the Brevard Museum of History and Natural Science; accept donation of certain Florida Historical Society assets; direct staff and the City Attorney to review museum exhibit leases and donation documents to determine disposition of artifacts and exhibits not owned by the Florida Historical Society; and Approve BAF (#21-060-T) to allocate funds for the temporary operation of the Museum to maintain public access. (21-200). (Assistant City Manager)

3. Approve Ordinance No. 07-2021 on First Reading: Relating to Term Limits of Board members. (21-236). (City Manager)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 2/28/2021. (21-197). (Finance Director)

2. Fire Incident Summary Report for February 2021. (21-204). (Fire Chief)

3. 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. (21-224). (Finance Director)

4. FY 2021 Budget Adjustment Report. (21-225). (Finance Director)

5. Data showing the relation between the estimated and actual income and expenses to date. (21-226). (Finance Director)

6. Space Coast TPO Project Priority Entry and Listings. (21-244). (Public Works Director)

X. Reports:

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

XI. Adjournment:

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(2) https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369-D354-4FAB-800A-57D0AEE30153&Mode=MainBody

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Legislation Details (With Text)

File #:	21-212	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/9/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Approve the Minutes of the District 1 Town Hall Meeting of February 16, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2021
Agenda Date: March 23, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the District 1 Town Hall Meeting of February 16, 2021, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 1 Town Hall Meeting of February 16, 2021, as written or with amendments.

MINUTES
City of Cocoa
District 1 Town Hall Meeting

February 16, 2021

A District 1 Town Hall Meeting was held on Tuesday, February 16, 2021 at Emma Jewel Charter Academy, 705 Blake Ave., in Cocoa, Florida 32922, as publicly noticed.

I. Mayor Blake called the Workshop to order at 6:04 p.m.

Pastor Latrice Daniels provided the invocation and Deputy Mayor Goins' nephew led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Stockton Whitten	City Manager
	Monica Arsenault	Assistant City Clerk
ABSENT:	Rip Dyal	Councilmember

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; Rob Beach, Chief Technology Officer; Samantha Senger, Assistant to the City Manager/PR Specialist; Lorne Stinnett, Human Resources Manager; Angela Essing, Economic Development Manager; Michael Dellatorre, Police Lieutenant; Robert Bobay, Police Lieutenant; and Chris Hattaway, Police Officer.

II. Welcome by Deputy Mayor Goins

III. Introductions of Council & Staff by Deputy Mayor Goins

IV. Discussion on the Following Items:

1. Future of the Former Dr. Joe Lee Smith Community Center Building

Deputy Mayor Goins gave a presentation[1], pointing out the City's new Council members and recognizing the passing of former Mayor Jake Williams, Jr. He mentioned various community food distribution events that took place throughout 2020 and their success. Deputy Mayor Goins also highlighted the butterfly garden and the PAL Program.

Additionally, he discussed several projects that were completed over the last year such as the Captain Ed Lanni T-Docks dedication and the new Dr. Joe Lee Smith Center. He pointed out that there are several events that will take place in the community over the coming weeks as well such as the Community Walks with Council.

Mr. Bryant Smith, Public Works Director, gave a brief history on the former Dr. Joe Lee Smith Center. He pointed out that to bring the building up to current code it would cost around one million dollars and to change the use of the building would cost an additional two to three million dollars. The building could be kept as is but there would be operation and maintenance costs associated with the building.

Ms. Nancy Bunt, Community Services Director, explained the RFP process which is also another option as there has been interest in the property. Deputy Mayor Goins asked if a committee reviews the proposals. In response, Ms. Bunt replied affirmatively and explained the process.

Rev. Dennis, 3710 Catalina Dr., shared that he thinks a dental clinic would be a good use for the building.

Lois Boxer, 15 N. Indian River Dr., thought it could be a good place for kids to take part in various after school activities.

A citizen mentioned he thought it would be a good place to work out or have a dance studio for kids.

Shayla Murray, Cocoa, noted that she thought it should be a multi-functional facility and have more than one use.

Mayor Blake agreed that it should offer something for everyone.

[1] Exhibit A: District 1 Town Hall Meeting

Larry Sinclair, 1052 Mitchell St., asked about the PAL Program and pointed out that if Ms. Delores McLaughlin had a permanent home it may help and she could get some funding to assist with the program. He feels if the community could pull together the building could be fixed up so the City could offer a multi-use facility.

Anthony Blunt, 4600 Olympic Dr., thinks entrepreneurship and trade skills could be taught there.

Marilyn Smith agreed with Mr. Blunt but also added a kitchen or catering business might be appropriate.

Deputy Mayor Goins added that there have been rumors that Council had discussed demolition of the building, however those rumors are false.

2. Future of Provost Park

Ms. Bunt shared and discussed the Provost Park/Parks Master Plan. She noted that there are social pin points where citizens can go online and pin point any park in Cocoa and share input or comments on that particular park.

Councilmember Koss discussed the need for parks and pointed out that they can also be good management tools for stormwater.

Councilmember Hearn talked about trash clean up and volunteers painting houses for people who can’t afford it which will in turn help to raise house values.

Rev. Dennis shared the steps he thinks the City should take to take back control of the parks. He feels there should be a permanent police presence throughout the day. In response, Lieutenant Bobay mentioned that the police department is moving forward with their surveillance project but also pointed out that a permanent police presence would not be feasible but they could certainly conduct checks throughout the day.

Deputy Mayor Goins inquired about a timeline for the installation of the cameras. In response, Lieutenant Bobay advised that they just obtained the grant last week and have a meeting in the morning to discuss further.

Larry Sinclair pointed out that he has been working on the lot next to Prospect Park and has paid a lot of money to clean it up but he is having some difficulty securing

it due to the fence between the lot and the park. In response, Mr. Smith noted they will work with the County to get the issue resolved.

Victoria Mitchner asked when the Council will entertain the conversation of taking our parks back. In response, City Manager Whitten shared the topic will be brought to an upcoming meeting in the next few months.

Shayla Murray asked what steps the City needs to take. In response, Deputy Mayor Goins pointed out that there is power in numbers and the community has to initiate the conversation and show their support. Additionally, City Manager Whitten provided further clarification regarding the referendum.

V. Updates on the Following Items:

1. Cocoa Police Chief Recruitment

City Manager Whitten provided an update on the police chief recruitment. He mentioned all the places the position was advertised and added that there was a total of eighty applicants that was narrowed down to seventeen. There is a review committee that will interview them in order to determine the finalists.

Deputy Mayor Goins added that the City is trying to remain as transparent as possible by including the citizens in the hiring process by asking for input and encouraging everyone to show up to the meetings and participate in the discussions.

2. Upstart Cocoa, New Small Business Start-Up Program

Ms. Angela Essing, Economic Development Manager, shared details of the program and eligibility requirements. She added that the City will be partnering with WeVenture who will offer a course tailored to small businesses. She discussed the requirements of the forgivable loan which is ten thousand dollars. She also added that Deputy Mayor Goins reached out to SunTrust and BB&T Bank and they agreed to partner with the City to share knowledge and programs for multi-cultural financial investments.

A question was asked as to whether the City has reached out to sister cities to see what opportunities they are offering for minority owned or women owned businesses. In response, Ms. Essing explained that the City looked at Orlando’s program.

Mr. Smith provided city project updates on the downtown de-mucking, Lee Wenner Park, the T-docks and parking.

Ms. West, Broadmoor Acres, shared her concerns about flooding at her property and asked when the City will be coming to fill the ditch in the back of her house. In response, Mr. Smith advised that the City is aware of the issue and has a goal to improve the area in phases.

Furthermore, Mr. Sinclair provided additional information regarding flooding in the neighborhood and the ongoing issues that have been going on for years. In response, Mr. Smith agreed to send staff out to take a look.

In closing, Deputy Mayor Goins encouraged all to feel free to contact their district representatives with questions and concerns. He thanked everyone for coming.

. **The District 1 Town Hall meeting adjourned at 7:45 p.m.**

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Asst. City Clerk)

Exhibit A: District 1 Town Hall Meeting



City of Cocoa Council members













Life Celebration of Former Mayor Jake Williams, Jr.





CELEBRATING THE
Legacy of Life
Jake Williams, Jr



Sunrise 2/17/1960 Sunset 12/28/2020

Funeral Service will be Friday January 8, 2021 at 10:00am
NEW LIFE CHRISTIAN FELLOWSHIP
6755 S. Washington Ave Titusville FL 32780

MILITARY HONORS
Burial Friday - Friday, Jan. 8, 1:00 p.m.
Cape Canaveral National Cemetery
5525 US Highway 1 Mims, FL 32754

REPASS after Military Honor will be held at
Cocoa River Front Amphitheater at 3:00pm
JAZZ IN THE GARDEN - if possible, bring chairs
Live Entertainment by The Reflections Band
Dinner prepared and served by
Pebbles Catering & Event Design

For more information please call Keisha 321-863-7919

CDC
Wear a mask over your nose and mouth





Legislative Action day in Tallahassee



Businesses in Cocoa





Community Food Distribution







Community Food Distribution







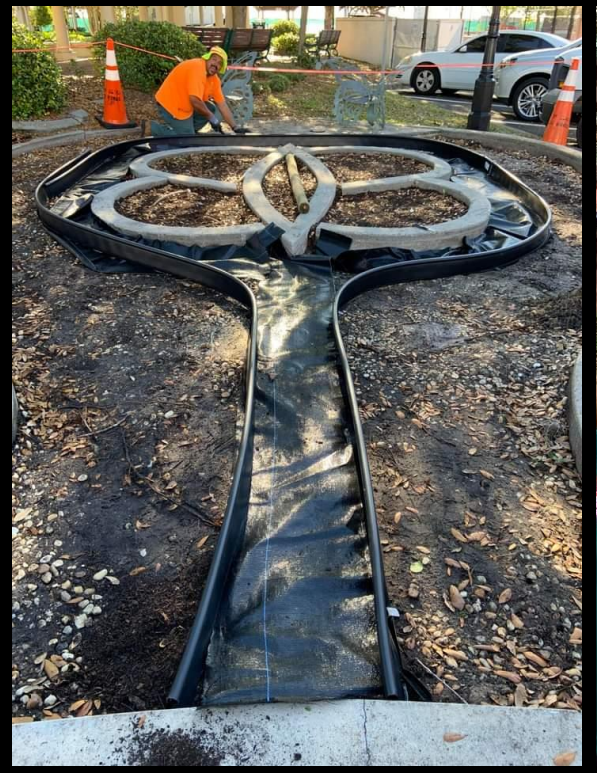
Keeping Cocoa Beautiful













Honoring the Members of our Community







Captain Ed Lanni T-Dock Dedication









Dr. Joe Lee Smith Community Center













Community Game Night at Dr. Joe Lee Smith Community Center

Sponsored By The

COMMUNITY

BLACK HISTORY

GAME NIGHT!

FUN FREE PARENTS NIGHT OUT FOR AGES 5 -18!

DINNER WILL BE PROVIDED

Black History Theme Games, Bingo, Board Games, Jumbo Jenga, Basketball

SATURDAY, FEBRUARY 27TH

6:30PM-9:30PM

COCOA FLORIDA

Dr. Joe Lee Smith Community Center

415 Stone St. Cocoa, FL 32922

Parks & Recreation BREVARD COUNTY

FACE MASK REQUIRED

Volunteers Needed!

All Volunteers Please contact

Cocoa Deputy Mayor Alex Goins 321-208-4088 or Courtenay Blunt 321-543-9706

FACE MASK ARE MANDATORY - CDC GUIDELINES WILL BE FOLLOWED







Covid-19 Vaccine

COVID 19 VACCINE

REGISTRATION ASSISTANCE

State of Florida Pre-registration

The State of Florida is now pre-registering individuals who are eligible to receive the COVID-19 vaccine through their local county Department of Health. Brevard County is participating in this State pre-registration system. You can pre-register by:

Going online at:
www.myvaccine.fl.gov or

By calling:
(866) 201-5420

As appointments become available, you will be contacted.

Pre-registration Events

The City of Cocoa is offering assistance to eligible residents that need help with getting pre-registered through the State of Florida's pre-registration system.

Friday, February 12, 2021 - 10:00am-1:00pm

- Dr. Joe Lee Smith Community Center
  415 Stone St., Cocoa, 32922
- Cocoa City Hall
  65 Stone St., Cocoa, 32922

Other Vaccination Availability

Publix Stores
https://www.publix.com/covid-vaccine/florida
Available appointments open on Wednesdays and Fridays at 7:00am online only.

Walmart and Sams Club Stores
www.walmart.com/COVIDvaccine and www.samsclub.com/covid.
Sam's Club in Cocoa is the only Cocoa location.

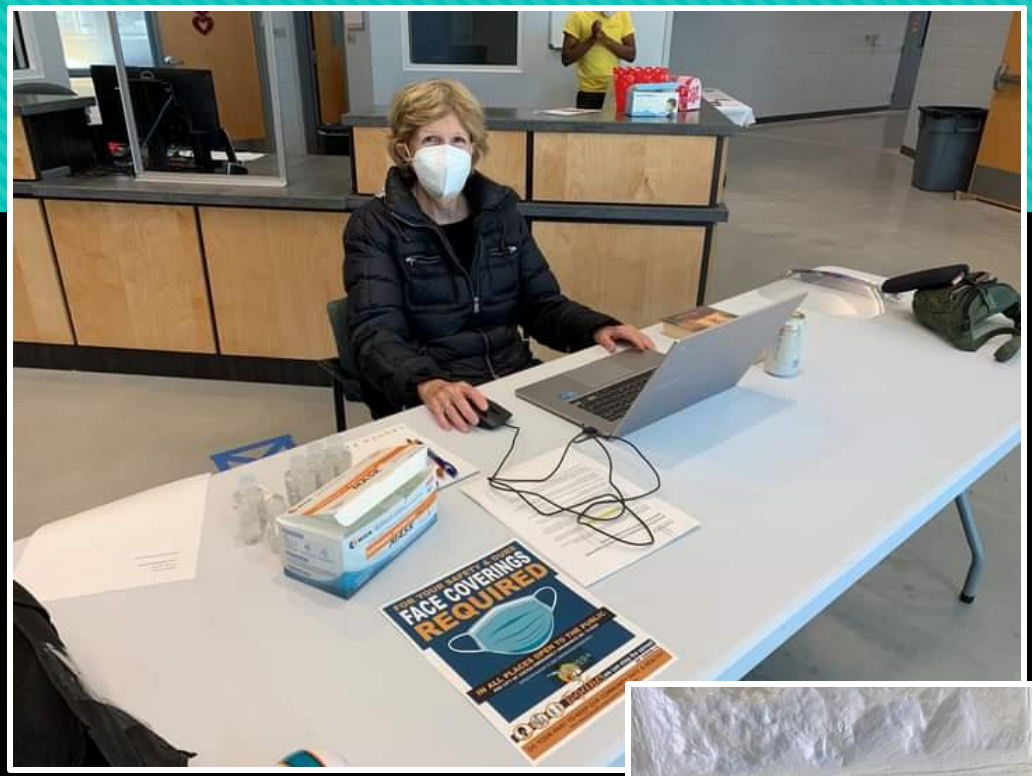
Things to consider:

- Appointments will be made through the State of Florida pre-registration system as they become available. Supply of the vaccine is very low right now and the demand is very high. The wait to get a call for an available appointment could take quite some time until supplies increase.
- You can pre-register through the State of Florida's system but also try and secure a vaccine appointment at another location while you wait for a call back for an available appointment.
- You must be a Florida resident to get a vaccine in the State of Florida.
- At this time, only those residents that are 65 years of age and older, are a healthcare worker with direct patient contact or are residents of or staff of a long-term care facility are eligible to sign up to receive the vaccine.
- If you are not part of the eligible group to receive the vaccine but you have health concerns, at this time, you will have to contact your healthcare provider to see if you are eligible and secure an appointment for the vaccine.
- Please continue to practice social distancing and wear a mask in public to help prevent the spread of the COVID-19 virus.

Visit the City of Cocoa's COVID-19 Resource Webpage at:

www.CocoaFL.org/COVID

or call (321) 433-8685 for assistance





Activities in the Community













Activities in the Community











Activities in the Community







Endeavour Elementary A Community Partnership School

Nov 22, 2020 •

The greatest gift is the gift of someone's time. Thank you James and Alex Goins of ABC Land Clearing for giving us the gift of your time, equipment and expertise. Our community garden is really shaping up!



Save the Date

Health First

2021 Mayors' Fitness Challenge

FOR YOUR SAFETY & OURS
FACE COVERINGS REQUIRED

COMMUNITY WALK with Council



MARCH 13th | COCOA VILLAGE | 9:00 AM

MEET AT RIVERFRONT PARK STAGE

Save the Date

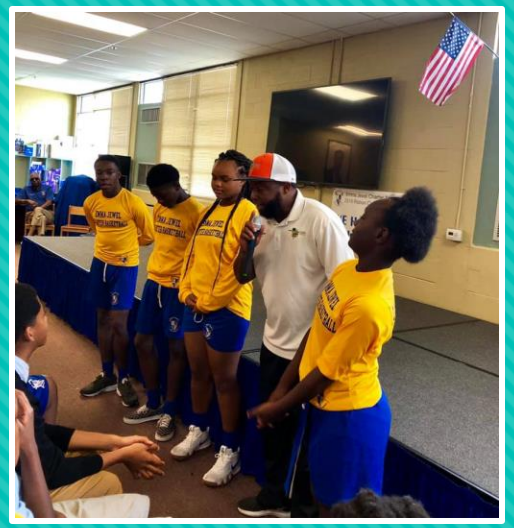




Emma Jewel Charter Academy









Thank You

WELCOME



AGENDA

- Welcome
  - Invocation
  - Pledge of Allegiance
- Slide Show
- Input Needed on:
  - The future of the former Dr. Joe Lee Smith Community Center building
  - The future of Provost Park/Update on Parks Master Plan
- Updates Provided on:
  - Cocoa Police Chief Recruitment
  - Upstart Cocoa – Small Businesses Program
  - Other City Projects

COCOA FLORIDA

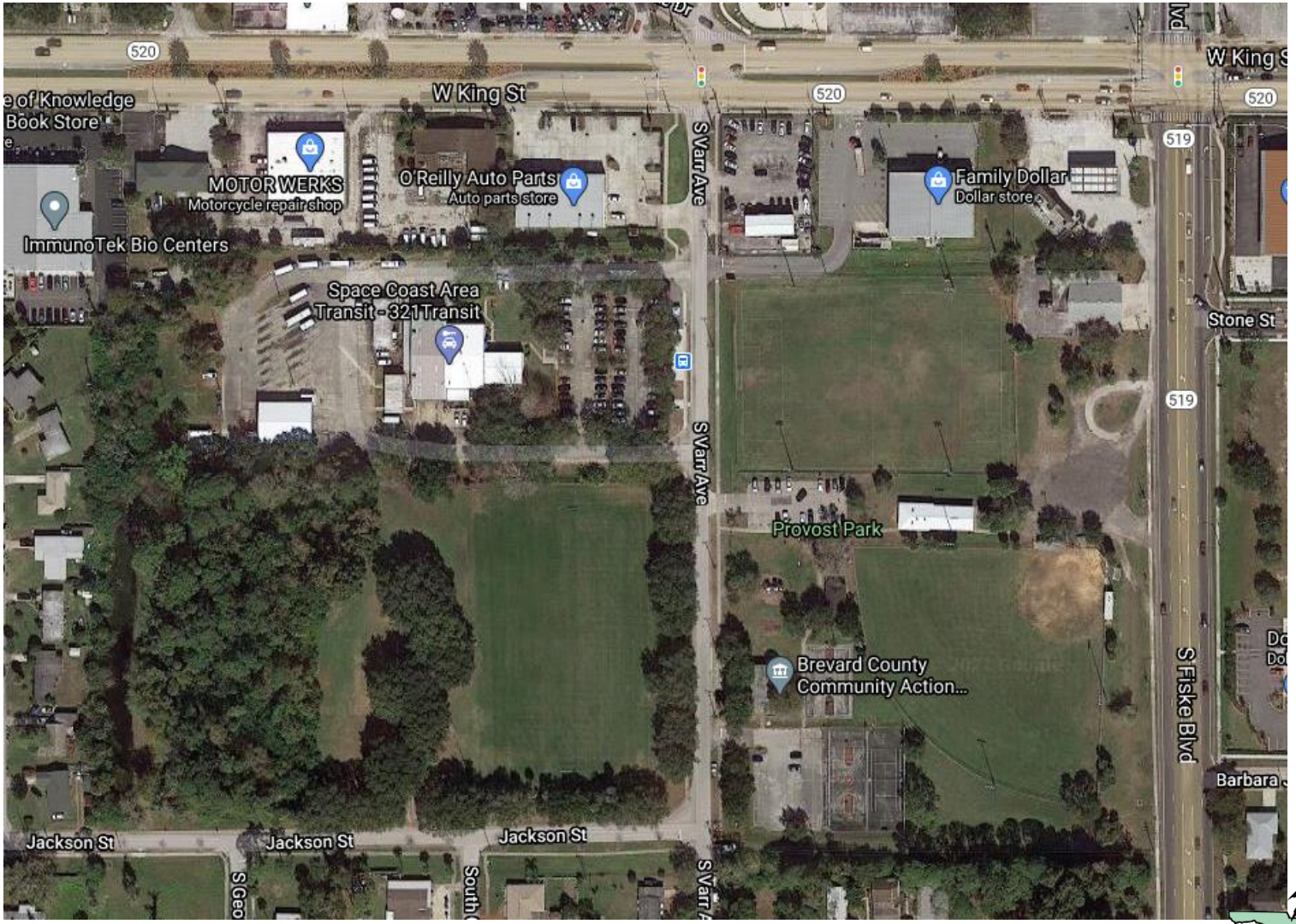
FORMER DJLS CENTER

RESULTS OF INDEPENDENT ARCHITECTURAL BUILDING ASSESSMENT

- Maintain current use and bring into code compliance - $1.1 Million
  - City currently does not have adequate staffing for recreational or social programing
- Change current use and bring into code compliance - $2-3 Million
  - This is due to the selective demolition that would need to take place. Selective demolition typically drives costs up since portions need to be protected during the renovations.
- Annual Operation and Maintenance Costs - $47,000/year
  - Currently not budgeted
- Repurpose the site as a stormwater and/or recreational area
  - The upfront cost to remove the building is $15,000-$20,000
  - Site could be constructed into a small dry pond stormwater area
  - Dry pond could also be used as a small recreational field

COCOA FLORIDA

PROVOST PARK/PARKS MASTER PLAN



COCOA
FLORIDA

POLICE CHIEF RECRUITMENT

With the retirement of Chief Michael Cantaloupe in December 2020, after serving 30 years with the Cocoa Police Department, the City of Cocoa will be initiating a recruitment process for the next Chief of Police.

Timeline:

September 2020

Ideal Candidate Develop-ment (Survey of residents, Council, and PD employees)

November 2020 – February 2021

Recruitment

February - March 2021

Candidate Evaluation



April 2021

Candidate Selection

COCOA FLORIDA

DIAMOND SQUARE
REDEVELOPMENT AGENCY

UPSTART COCOA SMALL BUSINESS PROGRAM

$7,500 Forgivable Loan
$2,500 Business Education
$10,000 Investment in the business community

Eligibility

- small business
- minority-owned and/or women owned
- for-profit
- new or relocating business in Diamond Square
- 10% personal funding

Community Goals

- ✓ attract small minority business
- ✓ empower entrepreneurs
- ✓ contribute to the economic vitality
- ✓ cultivate a vibrant neighborhood through diverse businesses

✓support minority entrepreneurs
- ✓business skill sets
- ✓start-up costs
- ✓marketing expenses

weVENTURE™ WOMEN'S BUSINESS CENTER at FLORIDA TECH BISK COLLEGE OF BUSINESS

Loan Forgiveness

- community enrichment completed
- 3 year deferred forgivable loan

COCOA FLORIDA

CITY PROJECT UPDATES

COCOA
FLORIDA

Legislation Details (With Text)

File #:	21-228	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of February 23, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of February 23, 2021, as written or with amendments.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of February 23, 2021, as written or with amendments.

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

Mixed-Use Planned Unit Development

Project Cirrus

February 23, 2021

EXHIBIT A: Mixed-Use
Planned Unit Development Project Cirrus

Project Summary

Redevelopment project in 2 phases of a former Winn-Dixie store

Applications related to this project:

- Binding Development Agreement
  - Exhibit B - Overall Site Plan
- Rezoning from General Commercial to Mixed-Use PUD
  - Ordinance 03-2021
- Final Planned Unit Development (PUD)
- Preliminary Subdivision
- Large-Scale Site Plan

Project Location

Cirrus Apartments

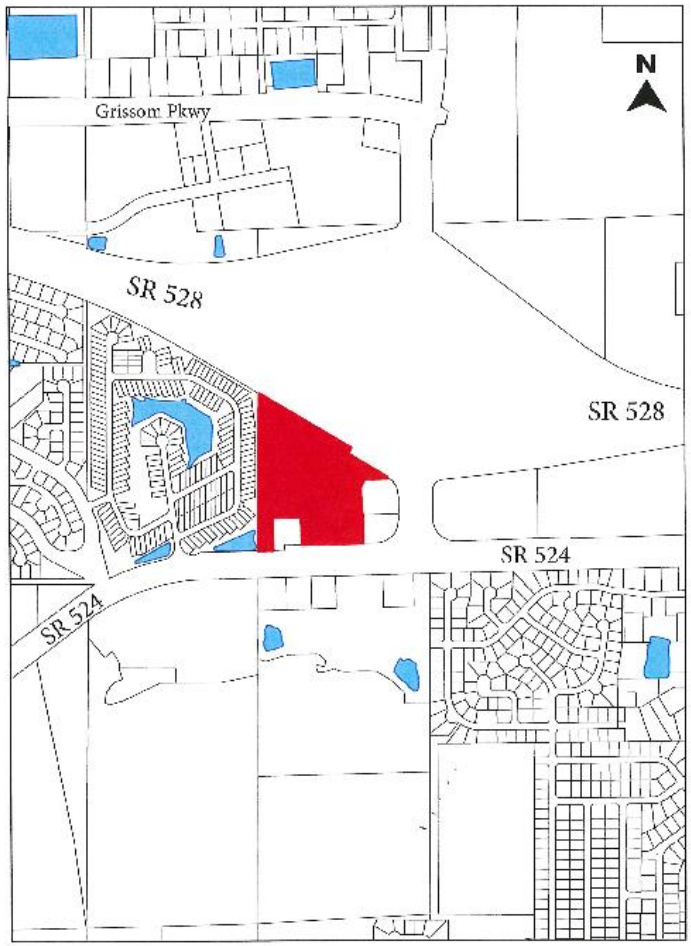
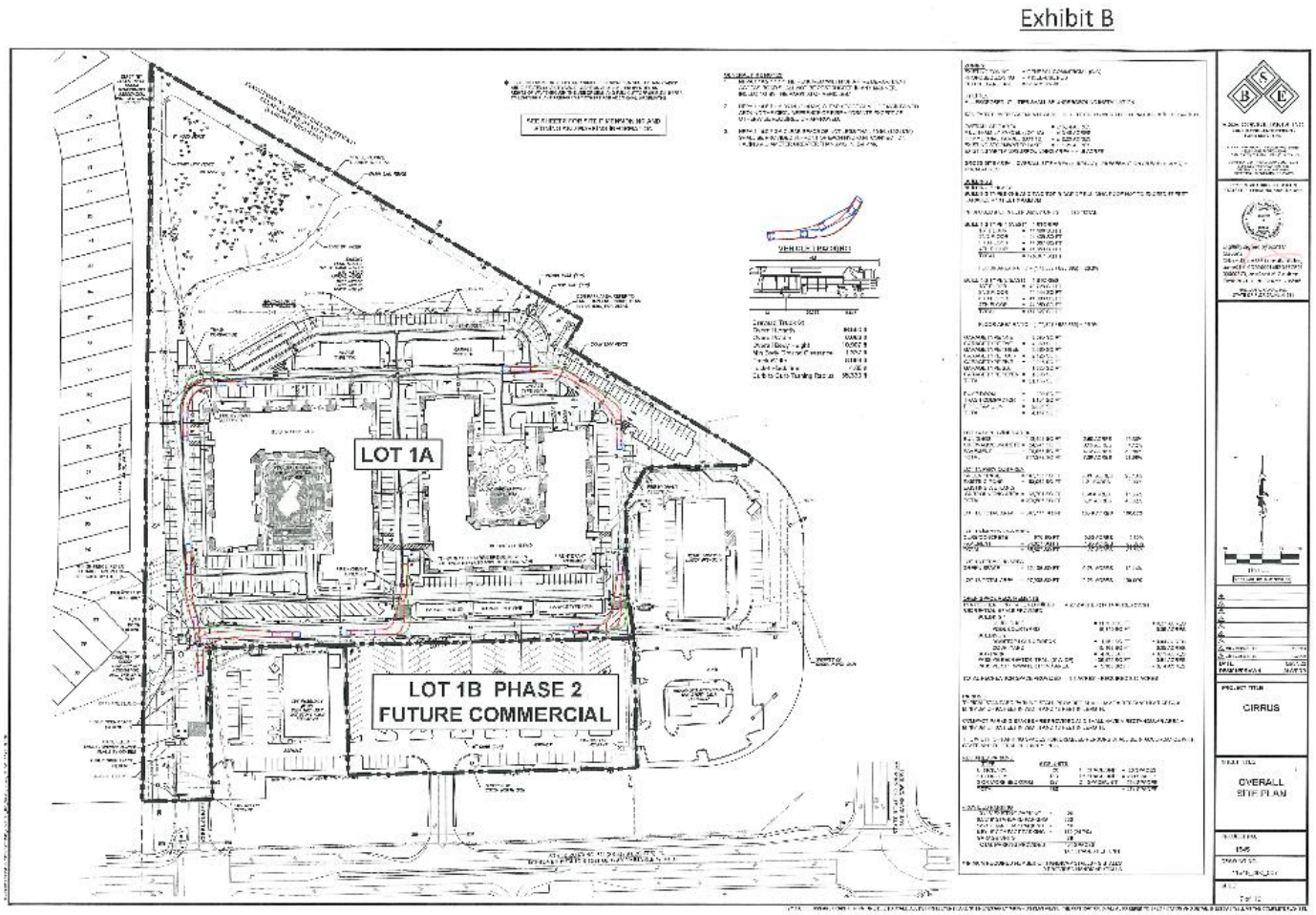


Exhibit B - Site Plan layout



Site Plan layout



Site Plan layout



Site Plan layout



Project Summary

Phase 1 "Cirrus" apartments

- Located on the northern 2/3 of the site
- 2 u-shaped apartment buildings, 4 floors in height
  - 20 studio units
  - 134 one-bedroom units
  - 107 two-bedroom units
  - 19 three-bedroom units
- Two courtyards with a pool, grilling area and outdoor gathering areas, vertical clubhouse, rooftop lounge/launch viewing area, dog park, walking trail around pond/wetland

Project Summary

- Max Density = 25 units/acre
  Providing = 20 units/acre
  Parking Required = 474 spaces
  Providing = 438 spaces
- Administrative Waiver for 23 spaces (5% of total required)
- Waiver for 13 parking spaces to create sidewalk connection
- Waiver to allow 2.5” d.b.h. for some trees at planting
- Phase 1 is removing 24 trees totaling 326” and replacing with 188 trees totaling 804”

Project Summary

Phase 2

- Located on the southern 1/3 of the site
- Use(s) limited to those listed in the Development Agreement
- Could be developed as 1 or 2 lots
- Development will require an amendment to the Final PUD

Recommendation

Approve on 2nd and Final Reading; Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development, and final approval of an associated Final Development Plan, Binding Development Agreement and Preliminary Subdivision with the following additional conditions:

Recommendation

1. The Amended and Restated Restrictive Covenants and Easement Agreement shall address maintenance of common access driveway and shall be recorded prior to Final Subdivision approval by City Council.
2. Remove reference to public drainage easements from the dedication prior to Final Subdivision approval by City Council.
3. Revise landscape plans to increase 4 trees from 2.5” to 4” d.b.h at planting and increase 1 tree from 2.5” to 6” d.b.h at planting.
4. Change the proposed grade on the west banks of the swale between Coventry and the site to state they will be regraded to a minimum height of 6” above the existing control structure #2 rim.

Carie Shealy

From: noreply@granicusideas.com
Sent: Monday, February 22, 2021 11:19 AM
To: Carie Shealy
Subject: New eComment for City Council

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

New eComment for City Council

Albert Ingham submitted a new eComment.

Meeting: City Council

Item: VI.1 21-154 Approve 2nd and Final Reading: Ordinance 03-2021: a ZONING MAP AMENDMENT consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of one (1) parcel totaling 15.74 acres from General Commercial to Mixed-Use Planned Unit Development, and final approval of an associated Binding Development Agreement, Final Development Plan and Preliminary Subdivision consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code for the Cirrus Mixed-Use PUD project on this same parcel. (Community Services Director)

eComment: 1209 Purdue Way, Cocoa, FL 32922 As a resident I would prefer to see this land used more effectively than to create housing. Cocoa has a lot of vacant land that would be more beneficial to accommodate housing. This specific parcel of land is the first destination when exiting 528 into Cocoa and the fist thing to be seen by residents and visitors will be apartments. although this plaza is an eyesore for the community I would like to see this land kept for commercial use. I believe when the time comes it will be a great commercial location that will have business to support our residents in such a convenient location

View and Analyze eComments

This email was sent from https://granicusideas.com.

Unsubscribe from future mailings

Legislation Details (With Text)

File #:	21-237	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	3/16/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Certificate of Recognition to Fred Howell. (Councilmember Dyal)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

CERTIFICATE OF RECOGNITION

PRESENTED TO

Fred Howell

In recognition of your hard work and commitment to the youth of Cocoa for the last forty-three years. Your devotion and support to the youth of Cocoa has ignited inspiration and ambition which has led many to achieve great success in their lives.

Thank you for volunteering and dedicating your time to our community and helping to provide such a valuable service to our great City.

Presented this 23rd day of March, 2021
by the Mayor and City Council of the City of Cocoa

_____

Michael C. Blake, Mayor

Legislation Details (With Text)

File #:	21-163	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Consent Agenda
File created:	2/18/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Staff recommends approval for the adoption of Lee Wenner Park, Provost Park, Dr. Joe Lee Smith Park and SR 524 by various volunteer organizations through the Keep Brevard Beautiful Program. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 18, 2021
Agenda Date: March 23, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Staff recommends approval for the adoption of Lee Wenner Park, Provost Park, Dr. Joe Lee Smith Park and SR 524 by various volunteer organizations through the Keep Brevard Beautiful Program.

BACKGROUND:

In cooperation with Keep Brevard Beautiful, the City of Cocoa has partnered with the following groups for adoption of the specified areas for minor maintenance activities:

- Riverfront and Lee Wenner Park - July 2020 - Keep Brevard Beautiful - Cocoa Village
- Provost Park - November 2020 - Rotary Club of Cocoa
- Dr. Joe Lee Smith Park - December 2020 - Order of Eastern Star, PHA - Henrietta Chapter 66
- SR 524 - March 2021 - Surfside Action Team

Minor maintenance activities by the adoption groups typically include litter removal, minor weeding, minor planting, and mulching activities.

Signs are purchased and installed by Public Works recognizing the adoption groups and their respective areas.

This agenda item is to recognize and formalize the adoption of these areas by Council. Each of these groups have performed minor maintenance events in the past.

STRATEGIC PLAN CONNECTION:

Community Engagement for volunteer maintenance within the City's medians, roads, and parks.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Staff recommends approval for the adoption of Lee Wenner Park, Provost Park, Dr. Joe Lee Smith Park and SR 524 by various volunteer organizations through the Keep Brevard Beautiful Program

Type of adoption:
Park

Adoption Team Name:
Rotary Club of Cocoa

Adoption Location:
400 Varr Ave., Cocoa Florida, between Fiske and South Varr

Adoption City/Town:
Cocoa

Business/Organization:
Rotary Club of Cocoa

Anticipated number of volunteers:
12

Anticipated frequency of cleanups:
quarterly

Team Leader Name:
Lorraine Koss;

Email address:
lkoss@cocoafl.org

Phone number:
321-474-8445

Contact Address:
65 Stone Street

Type of adoption:
Road

Adoption Team Name:
Surfside Action Team

Adoption Location:
State Road 524 from the intersection of Cox Road to the intersection of Friday Road.

Adoption City/Town:
Cocoa

Business/Organization:
Surfside Community Fellowship

Anticipated number of volunteers:
20

Anticipated frequency of cleanups:
Quarterly

Team Leader Name:
Steven McCrorie

Email address:
steven.mccrorie@yahoo.com

Phone number:
4077395537

Contact Address:
Steven McCrorie
Surfside Community Fellowship
1720 Cox Rd.
Cocoa, FL 32926

Type of adoption:
Park

Adoption Team Name:
Keep Brevard Beautiful—Cocoa Village

Adoption Location:
Cocoa Village Marina, Lee Wenner Park, and Cocoa Riverfront Park

Adoption City/Town:
Cocoa

Anticipated number of volunteers:
7

Anticipated frequency of cleanups:
Every 2 months

Team Leader Name:
Kaitlyn Aliano-Weisberg

Email address:
kaitlyn.weisberg@gmail.com

Phone number:
321-432-8117

Contact Address:
12 Sunrise Street, Cocoa, FL 32922

Type of adoption:
Park

Adoption Team Name:
Henrietta Chapter 66 – Order of the Eastern Star, PHA

Adoption Location:
Joe Lee Smith Center
419 Washington Ave
Cocoa, FL 32922

Adoption City/Town:
Cocoa, Florida

Business/Organization:
Henrietta Chapter 66 – Order of the Eastern Star, PHA

Anticipated number of volunteers:
15

Anticipated frequency of cleanups:
Quarterly

Team Leader Name:
Debbie Mosley

Email address:
mosleed@cfl.rr.com

Phone number:
321-427-8601

Contact Address:
Debbie Mosley
P.O. Box 8181
Cocoa, Florida 32924

Legislation Details (With Text)

File #:	21-167	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	2/22/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Approval to issue a temporary permit to reserve a portion of either the T-Dock or Day-Slips for Oceanik.US, Inc. to use for overnight and weekend storage of a vessel for repair work related to the waterway channel fender system on the SR 520 bridge in the Indian River. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: February 22, 2021
Agenda Date: March 23, 2021
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Council's approval to issue a temporary permit to reserve a portion of either the T-Dock or Day-Slips for Oceanik.US, Inc. to use for overnight and weekend storage of a vessel for repair work related to the waterway channel fender system on the SR 520 bridge in the Indian River.

BACKGROUND:

Oceanik.US, Inc. has been awarded a contract from FDOT to remove the old wooden timber fender system conducting the main channel boat traffic safely under the S.R. 520 bridges, and replace it with new plastic fenders. This work is expected to start in late March and last for 100 contract days into June 2021. Oceanik has been in contact with City Staff and agrees to work with the City of Cocoa for intermittent access (15 to 30 Minutes) to the boat ramps, temporary storage for their construction materials, and overnight and weekend storage of their work platform. Oceanik also agrees that the City of Cocoa will host various special events that will require extra cleanup of their storage area.

On April 12, 2016, City Council adopted Ordinance Number 01-2016, amending Sec. 14-11, designating Riverfront Park-Special scenic and recreational landmark; docking and mooring at Riverfront Park.

Section 11 of the ordinance stipulates that - The City Council or City Manager is authorized to temporarily reserve dock space for a particular special event which is dependent upon the availability

of adequate dock space, provided such reservation is expressly granted by special event permit issued by the city. At the reasonable discretion of the city council and city manager, such reservation may temporarily modify the docking restrictions set forth in this section to the extent reasonably necessary to accommodate and support the particular permitted event.

The City has previously granted these requests for promotional events and other marine related contractors, such as the cleanup after Hurricane Irma.

STRATEGIC PLAN CONNECTION:

Furthering the repair of the main channel fender system will allow the boating public to access the Cocoa Waterfront in a safer manner.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Council's approval to issue a temporary permit to reserve a portion of either the T-Dock or Day-Slips for Oceanik.US, Inc. to use for overnight and weekend storage of a vessel for repair work related to the waterway channel fender system on the SR 520 bridge in the Indian River.

Legislation Details (With Text)

File #:	21-198	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	3/2/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	To Approve the 2021 Fee Schedule under Amendment #7 with Water Resource Associates (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 2, 2021
Agenda Date: March 23, 2021
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the 2021 Fee Schedule under Amendment #7 with Water Resource Associates (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021

BACKGROUND:

Over the course of the past several years, the Utilities Department and the City Attorney's office have been involved with several important potable water resource issues involving the Dyal Water Treatment Plant including the Taylor Creek Reservoir Project and the City's ten-year Consumptive Use Permit (CUP) review with the St. Johns River Water Management District (SJRWMD). During that time period, the City has worked through the City Attorney's office to retain the services of Water Resource Associates, Inc. (WRA) to provide technical water resource consulting assistance. WRA has gained considerable knowledge about the City's water treatment facilities that would take a new consultant a substantial amount of time to acquire, and retaining a new consultant could hamper current efforts by the City related to pending water resource issues. WRA's familiarity with the City's water treatment facilities is now an asset to the City.

On October 27, 2020, City Council approved the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services with WRA. In accordance with the original contract, the prices change each year for the labor classifications related to the contract.

Staff is requesting approval of the current fee schedule effective for 2021.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On October 27, 2020, City Council approved the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021.

RECOMMENDED MOTION:

To Approve the 2021 Fee Schedule under Amendment #7 with Water Resource Associates, Tampa, Florida, effective October 1, 2020 through September 30, 2021.

ATTACHMENT C
2021 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	$220.00
	Senior Professional Engineer	$165.00
	Senior Construction Engineer	$165.00
	Senior Facilitator	$160.00
	Project Manager	$160.00
	Professional Engineer	$150.00
	Construction Engineer	$130.00
	Civil Engineer	$130.00
Geology and Hydrology	Senior Professional Hydrogeologist	$185.00
	Senior Hydrologist	$150.00
Environmental	Environmental Manager	$165.00
	Senior Environmental Scientist	$125.00
	Staff Environmental Scientist	$100.00
	Environmental Scientist	$75.00
GIS	Senior GIS Analyst	$125.00
	GIS Analyst	$85.00
Design and Planning	Sr. Landscape Architect	$140.00
	Senior Planner	$140.00
	CADD Designer	$95.00
	Technician	$75.00
Survey	Professional Surveyor	$140.00
	Survey Crew (2 person)	$115.00
	Survey CADD Technician	$95.00
Administrative	Permit Coordinator	$80.00
	Administrative Assistant	$60.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.56 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services

AMENDMENT # 7

This SEVENTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of September 30, 2020 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, at the same rates, terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

The parties hereto duly execute this SEVENTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE ASSOCIATES, INC.	CITY OF COCOA
By: Mark D. Farrell, P.E	By: Jake Williams, Jr.
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
Signature 10/07/2020 Date	Signature 10/27/2020 Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Diane Kozlak, Senior Buyer & Contract Agent

WRA
2020 FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Engineering	Principal	$220.00
	Senior Professional Engineer	$165.00
	Senior Construction Engineer	$165.00
	Senior Facilitator	$160.00
	Project Manager	$160.00
	Professional Engineer	$150.00
	Construction Engineer	$130.00
	Civil Engineer	$130.00
Geology and Hydrology	Senior Professional Geologist	$165.00
	Senior Hydrologist	$165.00
	Geologist	$135.00
Environmental	Environmental Manager	$150.00
	Senior Environmental Scientist	$110.00
	Staff Environmental Scientist	$90.00
	Environmental Scientist	$65.00
GIS	Senior GIS Analyst	$125.00
	GIS Analyst	$85.00
Design and Planning	Sr. Landscape Architect	$140.00
	Senior Planner	$140.00
	CADD Designer	$95.00
	Technician	$75.00
Survey	Professional Surveyor	$130.00
	Survey Crew (2 person)	$100.00
Administrative	Administrative Assistant	$60.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.58 per mile
Postage/Courier/Overnight Delivery	Actual Cost + 15%
Subcontractors	Actual Cost + 15%

Revision Date - 01/20/2020

File #: 20-680, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: October 5, 2020
Agenda Date: October 27, 2020
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective October 1, 2020 through September 30, 2021

BACKGROUND:

Over the course of the past several years, the Utilities Department and the City Attorney's office have been involved with several important potable water resource issues involving the Dyal Water Treatment Plant including the Taylor Creek Reservoir Project and the City's ten-year Consumptive Use Permit (CUP) review with the St. Johns River Water Management District (SJRWMD). During that time period, the City has worked through the City Attorney's office to retain the services of Water Resource Associates, Inc. (WRA) to provide technical water resource consulting assistance. WRA has gained considerable knowledge about the City's water treatment facilities that would take a new consultant a substantial amount of time to acquire, and retaining a new consultant could hamper current efforts by the City related to pending water resource issues. WRA's familiarity with the City's water treatment facilities is now an asset to the City. The services from WRA are used on an as-needed basis. Any necessary budget required for the use of their services will be absorbed in the Water/Sewer Utility Administration account #421-4010-536.31-00.

On April 27, 2010, City Council approved a three-year contract with WRA subject to renewals by mutual agreement. The work performed under the agreement is on a task as-needed basis.

On April 9, 2013, City Council approved the First Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, to renew for twelve (12) additional months with the revised schedule of rates and terminating on April 26, 2014.

On April 22, 2014, City Council approved the Second Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, through April 26, 2015.

On March 24, 2015, City Council approved the Third Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, through April 26, 2016.

On April 12, 2016, City Council approved the Fourth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective April 27, 2016 through April 26, 2017.
On May 9, 2017, City Council approved the Fifth Amendment to Purchase Agreement effective April 27, 2017 through September 30, 2018.

On September 11, 2018, City Council approved the Sixth Amendment to Purchase Agreement effective September 30, 2018 through September 29, 2020.

Staff recommends approval of the Seventh Amendment to Purchase Agreement effective October 1, 2020 through September 30, 2021.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On September 11, 2018, City Council approved the Sixth Amendment to Purchase Agreement effectice September 30, 2018 through September 29, 2020.

RECOMMENDED MOTION:

To Approve the Seventh Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc., Tampa, Florida, effective October 1, 2020 through September 30, 2021.

File #: 17-494, **Version:** 1

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2017
Agenda Date: November 14, 2017
Prepared By: Anthony A. Garganese, City Attorney
Through: John “Jack” Walsh, P.E., Utilities Director
Requested Action:
Pursuant to the TCR/SJR Project Permitting Agreement: (1) Authorize the City Manager to negotiate and execute a multi-year agreement with Mark Farrell of WRA to serve as the City’s Project Manager in a form approved by the City Attorney and Utilities Director; (2) Approve a multi-year special counsel legal services agreement with Ed de la Parte of de la Parte & Gilbert, P.A. to assist with obtaining all required water and environmental permits. Adopt Resolution waiving competitive bid process.

BACKGROUND:

On August 22, 2017, the City Council approved participation in the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919), and authorized execution of all project documents. All other water suppliers have likewise approved the Agreements and the Agreements became effective on November 1, 2017.

Initially, the parties must pursue a joint consumptive use permit and other applicable environmental permits pursuant to the terms and conditions of the Permitting Agreement. Under the Permitting Agreement, the City of Cocoa serves as the Project Administrator responsible for coordinating and managing the permit phase of the Project. As one of the first orders of business, the Permitting Agreement requires the City of Cocoa to appoint a Project Manager who will be responsible for managing the Project Administrator’s numerous responsibilities under the Permitting Agreement including, but not limited to, assisting with managing technical consultants selected by the water suppliers, coordinating efforts with the water suppliers, and handling numerous other administrative responsibilities.

The City staff desires to designate Mark Farrell of WRA Engineering to serve as the Project Manager. Mr. Farrell assisted the City in the five and half year (5 ½ year) TCR Mediation process under which the Permitting and other Project Agreements were negotiated and approved, and is very familiar with the Project and the consumptive use and environmental permitting process. His familiarity with the Project makes him uniquely qualified to serve in the role of Project Manager, which should make the transition into the implementation phase seamless.

At the time this Agenda Item was being prepared, a contract with Mr. Farrell was in the process of being prepared. As such, in furtherance of time and the necessity of promptly commencing the implementation of the Permitting Agreement, City staff is requesting that the City Manager be

authorized to negotiate and execute the contract with Mr. Farrell in consultation with the City Attorney and Utilities Director.

In addition, the Permitting Agreement requires the water suppliers and the City of Cocoa to seek a joint consumptive use permit and several related environmental permits. The City of Cocoa will require special legal counsel to assist the City and the other water suppliers with obtaining the permits. Attorney Ed de la Parte is one of the leading water and environmental permit lawyers in the State of Florida. Mr. de la Parte also previously represented the City of Cocoa in the early 1990s when the City was initially seeking a consumptive use permit to withdraw surface water from Taylor Creek Reservoir. He was instrumental in negotiating the 1993 Settlement Agreement between the City of Cocoa and Deseret Ranches which provided the City with the rights to use Taylor Creek Reservoir. Mr. de la Parte also represents OUC and participated in the TCR mediation proceeding. Although Mr. de la Parte also represents OUC, Mr. de la Parte and the City Attorney do not anticipate a conflict of interest because OUC and the City of Cocoa share a common interest in obtaining the permits under the Permitting Agreement. The City Attorney recommends Mr. de la Parte be retained to serve as special counsel to the City of Cocoa under the Permitting Agreement because of his proven experience in water law and his familiarity with the City of Cocoa, Taylor Creek Reservoir and the Permitting Agreement. Mr. de la Parte is uniquely qualified to provide the very specialized legal services required by the City.

Pursuant to Section 15.4 of the City's Financial Operations Manual, the City Council has the discretion to waive competitive bidding for the procurement of professional services not otherwise subject to the requirements of Section 287.055, Florida Statutes (CCNA). City staff recommends waiver of competitive bidding requirements for the aforesaid contracts because both Mr. Farrell and Mr. de la Parte are uniquely qualified to provide their respective professional services especially given their numerous years of institutional knowledge regarding this unique and very important regional project.

City staff is estimating that the Permitting Phase of the TCR/SJR Project could take 3 to 5 years to complete. Therefore, the aforesaid agreements are considered multi-year agreements.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

When the City Council approved the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919) agreement on August 22, 2017, the City Council authorized an initial budget allocation of $100,000 for the FY 2018 budget for related professional services under account number 421-4010-536.31-00 WS0919.

The aforesaid allocation is sufficient to initially support the commencement of these two contracts, but the Finance and the Utilities Departments are also in the process of establishing an accounting system to track the consultant contracts and costs associated with the Project and the City of Cocoa's role as Project Administrator. Additional budget adjustments will be made in the future once the system has been finalized by staff.

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PREVIOUS ACTION:

On August 22, 2017, the City Council approved the City's participation in the Taylor Creek Reservoir/St. Johns River Water Supply Project (WS0919).

RECOMMENDED MOTION:

Pursuant to the TCR/SJR Project Permitting Agreement: (1) Authorize the City Manager to negotiate and execute a multi-year agreement with Mark Farrell of WRA to serve as the City's Project Manager in a form approved by the City Attorney and Utilities Director; (2) Approve a multi-year special counsel legal services agreement with Ed de la Parte of de la Parte & Gilbert, P.A. to assist with obtaining all required water and environmental permits. Adopt Resolution waiving competitive bid process.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Lassiter-Ware Insurance of Tampa Bay
1300 N. Westshore Blvd.
Suite 110
Tampa FL 33607

CONTACT NAME: Wendy Tyree
PHONE (A/C, No, Ext): (800) 845-8437 **FAX (A/C, No):** (888) 883-8680
E-MAIL ADDRESS: wendyt@lassiterware.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Travelers Indemnity Co.of Amer	25666
INSURER D : Crum & Forster Specialty Insurance Co	44520.
INSURER E :	
INSURER F :	

INSURED

Water Resource Associates, LLC d/b/a WRA
4260 W. Linebaugh Avenue
Tampa FL 33624

COVERAGES **CERTIFICATE NUMBER:** 20-21 Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6801J3577632047	05/31/2020	05/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA5J70274A20GRP	05/31/2020	05/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP7E7779832047	05/31/2020	05/31/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7J5934452042V	05/31/2020	05/31/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability (Claims-Made) Contractors Pollution Liability			PKC109930	05/31/2020	05/31/2021	Each Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cocoa is an additional insured under the terms and conditions of the Contractors Pollution Liability policy with respect to work performed by the named insured as required by written contract.

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia Anne Schmaltz

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Approved by Council 10/27/2020
Item # IX.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services

AMENDMENT # 7

This SEVENTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of September 30, 2020 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, at the same rates, terms, and conditions commencing on October 1, 2020 and terminating on September 30, 2021.

The parties hereto duly execute this SEVENTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE ASSOCIATES, INC.	CITY OF COCOA
By: Mark D. Farrell, P.E	By: Jake Williams, Jr.
(Name) Printed	(Name) Printed
President	Mayor
(Title)	(Title)
10/07/2020	10/27/2020
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
John "Jack" Walsh, P.E., Utilities Director
Diane Kozlak, Senior Buyer & Contract Agent

EXHIBIT -A

WATER RESOURCE ASSOCIATES
7th AMENDMENT FEE SCHEDULE

Charges for work performed by Water Resource Associates (WRA) on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ Mileage at current IRS per mile rates

Postage/Courier and Overnight Delivery Charges/Subcontractors (Actual Cost + 15%)

Approved by Council 9/11/2018
Item VIII.5

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #6

This SIXTH Amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of August 13, 2018 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twenty-four (24) additional months, per the schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on September 30, 2018 and terminating on September 29, 2020.

The parties hereto duly execute this SIXTH Amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES	**CITY OF COCOA**
By: **Mark D. Farrell, P.E.**	By: **John Titkanich**
(Name) Printed	(Name) Printed
President	**City Manager**
(Title)	(Title)
8/22/18	9/11/18
Signature Date	Signature Date

cc: Carie Shealy, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
6th AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ Mileage at current IRS per mile rates

Postage/Courier and Overnight Delivery Charges/Subcontractors (Actual Cost + 15%)

Approved by Council 5/9/17
Item VIII.5 for 17 months
Multi-Year

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #5

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of April 19, 2017 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for seventeen (17) additional months, with the revised schedule of rates in Exhibit-A (attached). **All terms and conditions remain the same commencing on April 27, 2017 and terminating on September 30, 2018.**

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES	**CITY OF COCOA**
By: Mark D. Farrell, P.E.	**By: Henry U. Parrish III**
(Name) Printed	(Name) Printed
President	**Mayor**
(Title)	(Title)
Signature 4/20/17 Date	Signature 5/09/17 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
5th AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved by Council: 4/12/2016
Item V.2

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #4

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 16, 2016 by and between the **City of Cocoa** and **Water Resource Associates, LLC, 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2016 and terminating on April 26, 2017.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature

Date 3/17/16

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature

Date 04/12/2016

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
4TH AMENDMENT FEE SCHEDULE

Charges for work performed by **WRA** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$165.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Staff Environmental Scientist	$90.00
Environmental Scientist	$65.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W & Color Prints)	$2.00 per sheet
Mylars	$10.00 per sheet
Mileage	$0.54 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

Approved by Council
03/24/2015 Item #V.2

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #3

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of February 19, 2015 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2015 and terminating on April 26, 2016.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES
3RD AMENDMENT FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. *Charges within a calendar year will not be made on a project in progress without prior notification.*

PROFESSIONAL SERVICES RATES (PER HOUR)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.575 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved By Council
04/22/2014 Item VIII.6

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #2

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 17, 2014 by and between the City of Cocoa and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2014 and terminating on April 26, 2015.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature 3/19/14 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 4/22/2014 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

EXHIBIT - A

WATER RESOURCE ASSOCIATES – 2014 FEE SCHEDULE

Charges for work performed by **Water Resource Associates (WRA)** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Charges within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (PER HOUR) *

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$ 85.00
Technician	$ 70.00
Administrative Assistant	$ 55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$ 0.20 per page
Copying (Color Prints)	$ 0.45 per page
Drawings (B/W Prints)	$ 2.00 per page
Drawings (Color Prints)	$ 15.00 per page
Mylar's	$ 25.00 per sheet
Mileage	$ 0.565 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual Cost + 15%)

Approved By Council on 04/09/2013 Item V.3

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

Water Resource Consultant Services
AMENDMENT #1

This amendment to the purchase agreement for Water Resource Consultant Services is made and entered into as of March 11, 2013 by and between the **City of Cocoa** and **Water Resource Associates, Inc., 4260 West Linebaugh Avenue, Tampa, Florida 33624.**

The agreement, entered into on April 27, 2010 is hereby amended to renew for twelve (12) additional months, with the revised schedule of rates in Exhibit-A (attached). All terms and conditions remain the same commencing on April 27, 2013 and terminating on April 26, 2014.

The parties hereto duly execute this amendment to become effective as of the date and year first above written.

WATER RESOURCE CONSULTANT SERVICES

By: Mark D. Farrell, P.E.
(Name) Printed

President
(Title)

Signature 3/20/2013 Date

CITY OF COCOA

By: Henry U. Parrish III
(Name) Printed

Mayor
(Title)

Signature 3-9-13 Date

CC: Joan Clark, City Clerk
John "Jack" Walsh P.E., Utilities Director
Tammy Eastburn, Procurement Card Coordinator

*** EXHIBIT-A ***

WATER RESOURCE ASSOCIATES - 2013 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$200.00
Senior Facilitator	$180.00
Senior Professional Engineer	$165.00
Senior Professional Geologist	$160.00
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Senior Construction Engineer	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$140.00
Civil Engineer	$135.00
Geologist	$135.00
Construction Engineer	$130.00
Senior Planner	$130.00
Environmental Scientist	$120.00
CADD Designer	$85.00
Technician	$70.00
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Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.565 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

Approved by Council on
04/27/2010 Item VIII.3

AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

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 of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 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 amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting 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. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, 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 water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant 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 Consultant and Consultant 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; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee 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 subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. 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 will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City 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 Consultant 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 Consultant 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 consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant 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 City's and Consultant'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 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant 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 Consultant without 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 CONSULTANT

5.1 **General Services.** For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant 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 Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

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

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant 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 Consultant for any money owed to the City by Consultant.

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 Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's 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 Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant 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. Consultant'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.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 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. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant 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, Consultant 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 minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant 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 Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant 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 Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant 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 Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant 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 Consultant. The Consultant 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. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Consultant 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. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date 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 Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant 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 Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant 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 Consultant 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 Consultant 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 Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant'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 Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant 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. Consultant 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 Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and 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 top 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 Consultant 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 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, 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, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 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 Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant 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 anytime. 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 Consultant, 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 Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant 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 Consultant 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 Consultant 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 Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant 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 Consultant 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 City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide 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, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant 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 Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, 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.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed 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; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; 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 City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant 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 either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' 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 City and Consultant 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 Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), 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 two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

a. Consultant 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 Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to 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. Consultant and Consultant'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 Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to 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). Consultant 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. 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. Consultant 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 Consultant for itself and its Subconsultants, 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 consulting 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 Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative 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 *

By: Michael C. Blake
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By:

Print Name/Title: Mark D Francel, Pres

ATTEST:

By: Jan Clark
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit A

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lassiter-Ware Insurance of Tampa Bay
4401 West Kennedy Blvd
Suite 200
Tampa FL 33609

RECEIVED FEB 28 2013

CONTACT NAME: Jude Sutton
PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co of Conn	25682
INSURER B: Travelers Indemnity Co of Amer	25666
INSURER C: Hudson Specialty Ins. Co.	37079
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Water Resource Associates, Inc. DBA WRA
4260 West Linebaugh Avenue
Tampa FL 33624

COVERAGES CERTIFICATE NUMBER: 12-14 Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			6802A199206TCT12	5/31/2012	5/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			6802A199206TCT12	5/31/2012	5/31/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IDTBHUB8339L63912	12/15/2012	12/15/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Claims Made			ESB2826131302	3/1/2013	3/1/2014	EACH CLAIM AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract. WRA #0689

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmaltz/JOANR Patricia Lara Schmaltz

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AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.,** a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes;* and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

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 of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 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 amended from time to time, which shall constitute authorization for the Consultant to provide the Consultanting 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. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes.*

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, 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 water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant 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 Consultant and Consultant 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; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee 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 subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. 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 will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City 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 Consultant 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 Consultant 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 consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in **EXHIBIT "A,"** which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant 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 City's and Consultant'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 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant 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 Consultant without 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 CONSULTANT

5.1 General Services. For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant 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 Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

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

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant 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 Consultant for any money owed to the City by Consultant.

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 Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's 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 Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant 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. Consultant'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.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 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. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant 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, Consultant 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 minimum amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Consultant 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 Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Consultant 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 Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant 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 l0.l.b and l0.l.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 Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant 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 Consultant. The Consultant 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. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article l0.l.b and l0.l.c as "additional insured." The Consultant 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. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date 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 Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant 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 Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant 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 Consultant 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 Consultant 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 Consultanting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant'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 Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant 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. Consultant 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 Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and 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 top 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 Consultant 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 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, 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, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 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 Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant 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 anytime. 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 Consultant, 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 Consultant.

b. Ownership of Documents. The City and the Consultant agree that upon payment of fees due to the Consultant 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 Consultant 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 Consultant 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 Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, Consultant 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 Consultant 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 City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide 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, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant 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 Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, 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.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed 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; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; 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 City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant 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 either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' 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 City and Consultant 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 Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($100,000.00), 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 two hundred thousand dollars ($200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

33.1 Consultant hereby represents and warrants to the City the following:

a. Consultant 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 Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to 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. Consultant and Consultant'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 Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to 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). Consultant 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. 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. Consultant 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 Consultant for itself and its Subconsultants, 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 consulting 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 Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative 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 *

By: _____
Michael C. Blake
Print Name/Title: Mayor

CONSULTANT:

By: _____
Print Name/Title: Mark D Famell, Pres

ATTEST:

By: _____
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

Exhibit "A"

WATER RESOURCE ASSOCIATES - 2010 FEE SCHEDULE

Charges for work performed by **Water Resource Associates** on a project will be calculated and billed in U.S. currency at the rates and category shown below. The labor rates include all fringe benefits, burdens, and fees. This schedule is revised annually at the beginning of each year. Changes within a calendar year will not be made on a project in progress without prior notification.

PROFESSIONAL SERVICES RATES (per hour)*

Principal	$195.00
Senior Facilitator	$160.00
Senior Professional Engineer	$160.00
Senior Professional Geologist	$160.00
Senior Hydrologist	$160.00
Project Manager	$150.00
Professional Engineer	$140.00
Senior Environmental Scientist	$130.00
Senior Planner	$130.00
Engineer	$125.00
Geologist	$125.00
Planner	$100.00
Environmental Scientist	$100.00
CADD Designer	$85.00
Technician	$70.00
Administrative Assistant	$55.00

OTHER DIRECT CHARGES

Copying (B/W Prints)	$0.20 per page
Copying (Color Prints)	$0.45 per page
Drawings (B/W Prints)	$2.00 per sheet
Drawings (Color Prints)	$15.00 per sheet
Mylars	$25.00 per sheet
Mileage	$0.55 per mile
Postage/Courier and Overnight Delivery Charges/Subcontractors	(Actual cost + 15%)

WRA Water Resource Associates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Tampa Bay 4401 West Kennedy Blvd Suite 200 Tampa FL 33609	CONTACT NAME: Jude Sutton PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8600 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00037526
INSURED Water Resource Associates, Inc. 4260 West Linebaugh Avenue Tampa FL 33624	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Indemnity Co of Conn — 25682 INSURER B: Travelers Indemnity Co of Amer — 25666 INSURER C: Hudson Specialty Ins. Co. — 37079 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 12-13 Renewal Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			6802A199206TCT12	5/31/2012	5/31/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		IDTBHUB8339L63911	12/15/2011	12/15/2012	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY CLAIMS MADE			ESB2826131201	3/1/2012	3/1/2013	EACH CLAIM ANNUAL AGGREGATE	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The Certificate Holder is an additional insured under the terms and conditions of the Professional Liability policy with respect to work performed by the named insured as required by written contract. WRA #0689

CERTIFICATE HOLDER

The City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

P Schmaltz/JUDES — Patricia Marie Schmaltz

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FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

City of Cocoa Budget Adjustment Form FY 2021 - 21-057-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 03/12/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 20,672	103-0000-331.54-00		Intergovernemental Revenue	$ 355,262	$ 355,262	$ 375,934	$ 0
$ 82,137	103-0000-331.54-00		Intergovernmental Revenue	$ 355,262	$ 375,934	$ 458,071	$ 0
($ 82,137)	103-0000-389.99-50		Fund Balance	$ 0	$ 90,795	$ 8,658	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 20,672	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 20,672	103-3240-554.12-09		CDBG-CV-Admin	$ 0	$ 0	$ 20,672	$ 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
$ 20,672	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Budget Amendment is to account for the administrative costs associated with the Community Development Department managing the CARES Grant (CDBG-CV Admin). Agenda #21-223.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/23/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

3/12/21	Lora Howell Digitally signed by Lora Howell Date: 2021.03.12 08:59:27 -05'00'	3/12/21	Colleen Campbell Digitally signed by Colleen Campbell Date: 2021.03.12 09:44:50 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.03.16 10:01:43 -04'00'	3/12/21	Lora Howell Digitally signed by Lora Howell Date: 2021.03.12 08:59:49 -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 #: _____

Legislation Details (With Text)

File #:	21-207	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	3/8/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Approve the First Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Service Agreements with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 8, 2021
Agenda Date: March 23, 2021
Prepared By: Kevin Joseph, MSCE, PE, Utilities Associate Engineer II
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the First Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Service Agreements with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

BACKGROUND:

Proposals for the subject offering were opened on February 8, 2018, at 3:00 p.m. Purchasing sent out seven hundred seventy-seven (777) Requests for Qualifications and received six (6) responses from thirty-five (35) plan holders. On March 23, 2018, a publically noticed Selection Committee meeting to score, rank and select the top-three firms was held at 10:00 a.m. in the 2nd floor conference room in the WFO Building. Carollo, McKim & Creed, and Kimley Horn were ranked top-three.

On April 9, 2018, oral presentations with the top-three ranked firms were held. The presentations were recorded and minutes taken for public record in accordance with CCNA rules.

On April 19, 2018, a publically noticed Selection Committee meeting to score, rank and select the firm to recommend for award was held at 10:00 a.m. at Cocoa City Hall in the 3rd floor conference room. The combined proposal and oral presentation scores were evaluated and discussed. Carollo was selected for recommendation to City Council for approval.

On July 24, 2018, an agreement was entered with Carollo Engineers, Inc., for three (3) years with the option to extend the term for two (2) additional one-year (1) terms with the same terms and conditions. This is the first amendment to purchase agreement to RFQ-18-10-COC, Continuing Services Agreement effective July 24, 2021 through July 23, 2022.

Staff recommends the approval of the first amendment to the Continuing Service Agreement with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On July 24, 2018, an agreement was entered with Carollo Engineers, Inc., for three (3) years with the option to extend the term for two (2) additional one-year (1) terms with the same terms and conditions.

RECOMMENDED MOTION:

To Approve the First Amendment to Purchase Agreement to RFQ-18-10-COC, Continuing Service Agreements with Carollo Engineers, Inc., for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems.

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

RFQ 18-10-COC

This FIRST Amendment to the purchase agreement for **Engineering Services for Wastewater Collection, Treatment, and Disposal Systems (RFQ-18-10-COC)** is made and entered into as of March 3, 2021 by and between the **City of Cocoa** and **Carollo Engineers, Inc. 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.**

The agreement entered into on July 24, 2018, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on July 24, 2021 and terminating on July 23, 2022.

The parties hereto duly execute this FIRST Amendment to become effective as of the date and year first above written.

Carollo Engineers, Inc.	**CITY OF COCOA**
By: Larry Elliott (Name) Printed	**By:** Michael C. Blake (Name) Printed
Senior Vice President (Title)	Mayor (Title)
Larry E. Elliott March 3, 2021 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Katherine D. "Katie" Ennis, P.E., Utilities Deputy Director

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

Approved by Council 5/08/18
RFQ-18-10-COC
VIII.5 (Multi-Year)

Term: 7/24/18 - 7/23/2021
1st Renewal Opt: 7/24/21 - 7/23/22
2nd Renewal Opt: 7/24/22 - 7/23/23

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 24th day of July 2018, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.,** a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598.

WITNESSETH:

WHEREAS, City desires to obtain engineering design, permitting and services for construction of projects for the Wastewater System from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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 one (1) 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering 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 Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, 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 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 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 Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. 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 **Attachment "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee 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 will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater 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 engineering 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 engineering 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 Wastewater System. The Services that are required for conveyance projects shall include, but are not limited to, the following:

1. Engineering evaluation and design of disposal methods, supplemental wells, biosolids disposal, electrical components, SCADA and telemetry, treatment facility components and processes, expansions, and other improvements
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
3. Bidding Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting attendance/management
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required

g. Construction Management and Inspection, if required
h. Startup assistance/training

5. SCADA services and telemetry support per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include; long-term master planning and CIP development for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items like:
   a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
   b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. 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 wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects as a service deliverable, the Engineer has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. GIS Support
16. Materials Testing
17. Bench/Pilot testing when necessary
18. Geotechnical Investigations
19. Land Surveying/Aerial Photography
20. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
21. Grants Assistance and state/federal funding assistance

22. Miscellaneous services including public relations assistance, design review, and program management services
23. Additional services as requested

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 City-Provided Information and Services. The City shall furnish the Engineer available studies, reports and other data pertinent to the Engineer's services; obtain or authorize the Engineer to obtain or provide additional reports and data as required; furnish to the Engineer services of others required for the performance of the Engineer's services hereunder, and the Engineer shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Engineer's services under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and 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 Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and 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 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should 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 Engineer without 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 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 Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by 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 Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, 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 consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that 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 Engineer.

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 Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's 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. 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. 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 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 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. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement. The City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, 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 minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, 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. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000.00 combined single limit bodily injury and minimum $50,000.00 property damage as the combined single limit for each occurrence to protect the Engineer 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 Engineer or by anyone directly or indirectly employed by the Engineer.

d. 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, reduced or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by mail. 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. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date 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 Consultants. All independent associates and consultants employed by 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 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 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. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide 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 consultants (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 Engineer's behalf with respect to the Services. In addition, 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 Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. 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. 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 Engineer

for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, 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 and 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 top 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 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 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, Engineer shall indemnify, hold harmless, and defend 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, 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.

a. **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 anytime. 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.

b. **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.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, 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 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 City.

15.2 If, upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer, which shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide 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, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement, without incurring penalty, and to rescind all rights and privileges associated with this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. 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 therefor; or

b. Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

d. Engineer has committed any act of fraud upon the City; or

e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or

f. 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 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, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0; (b) Engineer fails to comply with any condition or provision of this Agreement; or (c) 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 City may have under this Agreement.

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, 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.

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 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 60 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 term, condition 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 City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 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, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and 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 City and 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:

Carollo Engineers, Inc.
Attention: Larry Elliott
200 E. Robinson Street Suite 1400
Orlando, FL 32801
Work: (407) 377-4329
Fax: (407) 478-4643

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 Engineer hereby represents and warrants to the City the following:

a. 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 Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold harmless the City, its officers, employees, agents, and volunteers, 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 and defense, 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 Paragraph shall survive termination of this Agreement.

34.3 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.

34.4 The Engineer shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Engineer's subconsultants, that impact project completion and/or success.

34.5 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.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to 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. Engineer and 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 Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to 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). 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. 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.

35.3 The parties agree that, in the City's contract with the construction contractor, the Engineer shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site. Additionally, the Engineer shall be named as additional primary insured(s) by the construction contractor's General Liability and Builders All Risk insurance policies without offset and be included in any waivers of subrogation, and all contract documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

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. 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;

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; and

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 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

By: _____

Print Name/Title: John Titkanich, Jr. City Manager

ATTEST:

By: _____
Carie Shealy, City Clerk

ENGINEER:

CAROLLO ENGINEERS, INC.

By: _____

Print Name/Title: Larry Elliott Sr Vice President

By: _____

Print Name/Title: Sudhanva V. Paranjape
Associate Vice President

EXHIBIT A

Attachment A
HOURLY RATES SCHEDULE

CAROLLO ENGINEERS INC.
ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

As requested, the following is our information regarding the personnel hourly rates for our continuing services contractor with the City of Cocoa.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$106.17	E.I.	0-2
Assistant Professional ES II	$126.00	E.I.	3-4
Professional ES III	$133.59	P.E.	5-6
Professional ES IV	$156.00	P.E.	7-8
Project Professional ES V	$161.67	P.E.	9-10
Project Professional ES VI	$181.47	P.E.	11-12
Lead Project Professional ES VII	$204.75	P.E.	13-14
Senior Professional ES VIII	$225.00	P.E.	15+
Engineering Technicians			
Technician ET I	$65.57		
Technician ET II	$75.36		
Technician ET III	$76.47		
Technician ET IV	$90.00		
Senior Technician ET V	$103.76		
Senior Technician ET VI	$112.60		
Senior Technician ET VII	$130.48		
Senior Technician ET VIII	$144.46		
Construction Inspection			
Inspector	$115.00		0-4
Resident Engineer	$165.00		5-10
Construction Manager	$190.00		11+
Office Staff			
Admin/Clerical	$70.96		
Word Processing	$90.00		
Marketing/PC	$106.84		

Notes:

1. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.
2. Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

7/20/18

carollo

TRANSMITTAL

CONTINUING SERVICES AGREEMENT FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEM

City of Cocoa

Date: July 18, 2018
Subject: Continuing Services
Project No.: RFQ # ROS18-0120
Copies To:

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P. 407.478.4642
F. 407.478.4643

Address: City of Cocoa
351 Shearer Blvd.
Cocoa, FL 32922

Attention: John Walsh, P.E.

The following items are:

☐ Requested	☐ Report	☐ Cost Estimate	☐ Calculation
☒ Enclosed	☐ Test Result	☐ Check Print	☐ Other
☐ Sent Separately	☐ Specification	☐ Progress Est.	

Via: Hand Delivery

No. of Copies	Description
1	Engineer Executed Continuing Services Agreement

These data are submitted:

☐ At your request	☐ For your review	☐ For your files
☐ For your approval	☒ For your action	☐ For your information

Please contact me if you have any questions or concerns.

Sincerely,

CAROLLO ENGINEERS, INC.

Larry E. Elliott

Larry Elliott
Project Manager
LE: tb

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=9254802&GUID=DB717568-42D5-40DC-8D52-20A880245B1B* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	21-201	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/4/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Pass on 1st Reading: Ordinance 02-2021, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2021
Agenda Date: March 23, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on 1st Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.

BACKGROUND:

I. Zoning Text Amendment Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A. Zoning, Article XXI, Section 1 (G)(2) as follows:

a) Need and justification for change

Staff Finding: The City has identified an issue related to the construction of single-family dwellings under the RU-2-10, Low Density Single-Family and Multiple-Family zoning district regulations.

This district allows for single-family dwellings to be constructed on lots with a minimum area of 5,000 square feet

and no required open space or community amenities, due to the close proximity of the Cocoa Village area's many such spaces and amenities.

The RU-2-10 zoning district applies to an area bound by State Road 520 on the north, Florida Ave. on the east, Rosa L. Jones Dr. on the south and US1 on the west, which is known as the Heart of Cocoa neighborhood, and which is subject to the Substitute Consent Decree as ordered on January 28, 2009.

There are two other zoning districts which allow the construction of dwelling units under the provisions of the RU-2-10 zoning district. These are the RU-2-15 (Multiple Family Dwelling District) and the RU-2-25 (Multiple Family Dwelling District). The RU-2-15 district allows "Single-family and multi-family dwellings of not more than three (3) units per building as regulated by section 4A, RU-2-10" and the RU-2-25 district allows "Single-family and Multi-family dwellings of not more than four (4) units per building as regulated by section 4A, RU-2-10".

However, the Substitute Consent Decree specifically limits the application of the RU-2-10 zoning district regulations to the lands subject to the decree. In addition, the City Council has expressed the desire to limit building of dwelling units on small parcels of land without accompanying amenities.

It is therefore necessary that the City revise both the RU-2-15 and RU-2-25 zoning districts to remove reference to the RU-2-10 district and provide new zoning regulations for such dwelling unit construction.

The proposed changes to the RU-2-15 regulations will allow the construction of single-family, and multi-family of not more than 3 units per building, under a choice of two options. Development would have the option to build under the RU-1-7 (Single Family Dwelling District) regulations, which require a minimum lot size of 75 feet by 100 feet, without amenities. Or to build under the RU-2-15 regulations which allow a minimum lot size of 50 feet by 100 feet, but require the developer to provide a percentage of the gross acreage as open space/recreation amenities.

The proposed changes to the RU-2-25 regulations will allow the construction of single-family under a minimum lot area, lot width and setbacks that are comparable to those under the RU-2-15 district.

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

Staff Finding: The following Comprehensive Plan policy supports the proposed zoning text amendment:

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

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

STRATEGIC PLAN CONNECTION:

Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on March 3, 2021.

RECOMMENDED MOTION:

Pass on 1st Reading: Ordinance 02-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article XI, Sections 4A, 5 and 6 of the Zoning Ordinance of the City of Cocoa; limiting the future application of the RU-2-10 zoning district and the regulations therein pertaining to the construction of Single-Family Dwellings; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the Code, severability, and an effective date.

ORDINANCE NO. 02-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A, 5 AND 6 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; LIMITING THE FUTURE APPLICATION OF THE RU-2-10 ZONING DISTRICT AND THE REGULATIONS THEREIN PERTAINING TO THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, currently, the primary area of the City zoned RU-2-10, Low Density Single-Family and Multiple-Family District, is the Heart of Cocoa neighborhood, which is subject to the Substitute Consent Decree as ordered on January 28, 2009 and located close to the core commercial center of the Cocoa Village and waterfront amenities; and

WHEREAS, the RU-2-10 zoning district allows for single-family dwellings to be constructed on lots with a minimum area of 5,000 square feet and no required open space or community amenities; and

WHEREAS, currently, the RU-2-15 and RU-2-25 zoning districts also cross-reference the standards in RU-2-10 for single-family dwelling construction, thereby also allowing small, 5,000-square foot lots with no required amenities to be constructed in these zoning districts; and

WHEREAS, the City Council desires to limit the proliferation of small residential lots without accompanying community amenities, such as open and gathering spaces, in areas of the City that are not zoned RU-2-10; and

WHEREAS, the Zoning Ordinance of the City of Cocoa already provides an opportunity for the construction of small-lot, single-family dwellings through the application of the Planned Unit Development district (PUD), which also requires common open space and additional amenities to be provided; and

WHEREAS, for the foregoing reasons, the City Council desires to limit the future rezoning of property in the City to the RU-2-10 district and the RU-2-15 and RU-2-25 districts for the purpose of constructing small-lot, single-family housing without corresponding amenities in the

City; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Sections 4A, 5, and 6, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Sections 4A, 5 and 6. It is intended that the text in Appendix A, Article XI, Sections 4A, 5 and 6 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 4A. – District and intent – RU-2-10, Low Density Single-Family and Multiple-Family District.

The provisions of this district are intended to apply to an area of mixed, low density multifamily and single-family residential development in close proximity to major collector and arterial streets and, after the effective date of Ord. 02-2021 [April 13, 2021], shall be specifically limited to the real property subject to the Substitute Consent Decree as ordered on January 28, 2009.

*** * ***

Sec. 5. – District and intent – RU-2-15, Multiple-Family Dwelling District

The provisions of this district are intended to apply to an area of medium density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect medium density residential development, maintaining an adequate amount of

open space for such development. Paragraphs (A) through (O) below shall not apply to construction meeting the definition of "townhouse" in article V. Paragraphs (P) through (BB) shall apply only to construction meeting the definition of "townhouse" contained in article V.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multiple-family dwellings (four (4) or more units per building) not more than fifteen (15) dwelling units per acre (two thousand nine hundred (2,900) square feet of lot per dwelling unit) for ~~two-story~~ multi-storied structures. Multiple-family dwellings (four (4) or more units per building) of not more than ten (10) units per acre (four thousand three hundred fifty (4,350) square feet of lot per dwelling unit) for single-story structures. For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density.)

(2) Single-family and multi-family dwellings of not more than three (3) units per building ~~as regulated by section 4A, RU-2-10~~ as regulated by Section 3, RU-1-7, or in accordance with this Section 5. Single-family and multi-family dwellings of not more than three (3) units per building constructed, platted and lawfully approved in accordance with the regulations of section 4A, RU-2-10, prior to the effective date of Ord. 02-2021 [April 13, 2021] shall be considered lawful, conforming lots and structures subject to all applicable conditions and requirements imposed by the city when said lots and structures were previously permitted.

(3) Townhouse residential subdivisions as regulated in this section.

*** * ***

(E) BULK REGULATIONS.

(1) *Minimum lot area* —Seven thousand five hundred (7,500) square feet; five thousand (5,000) square feet for single-family and multi-family dwellings of not more than three (3) units per building.

(2) *Minimum lot width* —Seventy-five (75) feet.

(3) *Minimum lot depth* —One hundred (100) feet.

(4) *Maximum lot coverage* —Forty percent (40%).

(5) *Maximum height* —Thirty-five (35) feet.

(F) MINIMUM LIVING AREA.

Single-family dwellings – One thousand two hundred (1,000) square feet.

Duplex —Seven hundred fifty (750) square feet each unit.

Efficiency apartments —Five hundred (500) square feet.

One-bedroom apartments —Eight hundred (800) square feet.

Two-bedroom apartments —Nine hundred (900) square feet, plus one hundred (100) square feet for each additional bedroom.

(G) MINIMUM YARD REQUIREMENTS.

Front setback —Twenty-five (25) feet.

Side interior lot setback —Ten (10) feet, eight (8) feet for single-family and multi-family dwellings of not more than three (3) units per building.

Side corner lot setback —Fifteen (15) feet.

Rear setback —Twenty (20) feet, fifteen (15) feet for single-family and multi-family dwellings of not more than three (3) units per building.

(H) [OPEN AIR SPACE.] Multiple-family buildings (more than two (2) units) located on the same lot shall have an open air space of not less than fifteen (15) feet between exterior walls of buildings.

(I) PRESERVATION OF TREES. During the development of the property, all trees of six (6) inches in diameter or larger shall be preserved unless they exist within:

(1) A proposed public or private easement or drainage facility.

(2) Proposed structure dimensions.

(3) Ten (10) feet of a proposed structure.

(4) A proposed driveway or designated parking area.

(J) UTILITIES. All utilities distribution systems, including TV cable, telephone and electrical systems shall be installed underground for multifamily buildings located on a lot one (1) acre or larger in size. Primary facilities providing service to the site may be exempted.

(K) [MAXIMUM BUILDING LENGTH.] The maximum length and/or width of any building shall be two hundred (200) feet.

(L) [PERPETUAL MAINTENANCE.] Provisions satisfactory to the city council, City of Cocoa, shall be made to assure that nonpublic areas and common open space shall be perpetually maintained in a satisfactory manner, without expense to the City of Cocoa.

(M) COMMON USABLE OPEN SPACE AND RECREATIONAL FACILITIES.

(1) Twenty percent (20%) of the gross acreage of the site shall be set aside and specifically delineated on the site plan as common usable open space. The twenty percent (20%) requirement may be reduced to ten percent (10%) if the major recreational facilities such as swimming pool, or two (2) tennis courts, or two (2)

racquet ball courts or any combination, are provided for each forty (40) units for common use of the development's residents.

(N) CURBING. A four-inch concrete curb shall be provided as a separation between paved parking areas and open green islands.

(O) [UNDERGROUND IRRIGATION.] An underground irrigation (sprinkler) system shall be provided for all landscaped areas within multiple-family residential projects of ten (10) units or more.

*** * ***

Sec. 6. – District and intent – RU-2-25, Multiple-Family Dwelling District

The provisions of this district are intended to apply to several areas of the city adjacent or proximate to the Central Business District and primarily within the redevelopment area as designated on the city's adopted redevelopment plan. Uses are based upon the city comprehensive plan and redevelopment plan and are intended to accommodate medium-high density residential multi-family development in areas proximate to commercial and office development or to the waterfront and on or near major collector or arterial streets. The permitted uses and design and development standards are intended to promote major developments of high quality including townhouse and multiple-family residential development, hotels and motels and single-family development. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development criteria.

All development in the RU-2-25 Multiple-Family Dwelling District, except for the construction of an individual single-family dwelling unit on a single lot, shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.

(A) PRINCIPAL USES AND STRUCTURES.

(1) Multiple-family dwellings (five (5) or more units per building). For the purpose of computing density allowed, property divided by a public road shall be considered as separate parcels (refer to article XIII, Supplementary District Regulations, section 2, Designation of lesser maximum density).

(2) Single-family and Multi-family dwellings of not more than four (4) units per building ~~as regulated by section 4A, RU-2-10 and this section~~. Single-family and multi-family dwellings of not more than four (4) units per building constructed, platted and lawfully approved in accordance with the regulations of section 4A, RU-2-10, prior to the effective date of Ord. 02-2021 [April 13, 2021] shall be considered lawful, conforming lots and structures subject to all applicable conditions and requirements imposed by the city when said lots and structures were previously permitted.

(3) Townhouse residential subdivision (as regulated by section 5, RU-2-15 and this section).

*** * ***

(E) PERFORMANCE STANDARDS REQUIREMENT. No building, structure or land shall be used or occupied except in conformance with the performance standards as set forth herein. All minimum performance standards applicable to a use must be met, unless a variance or special exception is granted pursuant to article XVII, sections 2 and 3 of this ordinance. The performance standards set forth herein shall be implemented through the site plan approval process set forth in article XIII, section 1 of the zoning ordinance, which shall apply to all uses in this zoning district, except for the construction of a single-family dwelling unit on a single lot.

(F) TABLE OF PERFORMANCE STANDARDS.

	Performance Standard	Minimum Requirement
(1)	Minimum Lot Area	15,000 square feet; 5,445 square feet for single-family dwellings
(2)	Minimum Lot Width	150 feet; 50 feet for single-family dwellings
(3)	Minimum Lot Depth	100 feet
(4)	Maximum Lot Coverage	40 percent
(5)	Minimum yards	
	Front	30 feet; 25 feet for single-family dwellings
	Side (Interior)	10 feet; 8 feet for single-family dwellings
	Side (Corner)	25 feet; 15 feet for single-family dwellings
	Rear	25 feet; 15 feet for single-family dwellings
(6)	Maximum Building Height	45 feet, except as provided by special exception
(7)	Maximum Density	
	Single-Family	8 Units/acre

	Townhouse		15 Units/acre
	Multi-Family		25 Units/acre
(8)	Minimum Floor Area Per Living Unit		
	(a)	For Units Not Qualified and Approved for HUD Programs, section 202 or 811	
		Efficiency multi-family unit	600 square feet
		1 Bedroom multi-family unit	900 square feet
		2 Bedroom multi-family unit	1,000 square feet plus one hundred (100) square feet for each additional bedroom
	(b)	For Units Qualified and Approved for HUD Programs, section 202 or 811 Only	
		Efficiency multi-family unit	400 square feet
		1 Bedroom multi-family unit	520 square feet
		2 Bedroom Manager's unit	780 square feet
	Each of the above units shall have a ~~maximum~~ <u>minimum</u> of one bath.		
	Said projects shall be exempt from Appendix A, article XI, section 6(F)(9).		
	<u>Single-family dwelling units</u>		<u>1,000 square feet</u>
(9)	Minimum Average Floor Area Per Living		

	Unit		
	(a)	For Units Not Qualified and Approved for HUD Programs, section 202 or section 811	1,000 square feet
	(b)	For Units Qualified and Approved for HUD Programs, section 202 or section 811 Only	Said units shall be exempt from the Minimum Average Floor Area Requirement
(10)	Minimum Floor Area Per Sleeping Unit for Hotel/Motel Development		400 square feet
(11)	Minimum Parking Requirement		Pursuant to article XII, Off-Street Parking and Loading Regulations
(12)	Fencing		Pursuant to article XIII, section 5 and other applicable provisions of the Zoning Ordinance
(13)	Landscaping		Pursuant to article XIV, Landscape Requirements and other applicable provisions of the Zoning Ordinance
(14)	Pedestrian Access		All developments must provide pedestrian access to the front of each building by sidewalk
(15)	Vehicular Access		Pursuant to article XIII, section 4

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

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

CITY OF COCOA NOTICE OF ZONING TEXT CHANGE

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

Ordinance No. 02-2021

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 4A, 5 AND 6 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; LIMITING THE FUTURE APPLICATION OF THE RU-2-10 ZONING DISTRICT AND THE REGULATIONS THEREIN PERTAINING TO THE CONSTRUCTION OF SINGLE-FAMILY DWELLINGS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE

Ordinance No. 04-2021

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ALLOWING TOWNHOUSES AND SINGLE-FAMILY HOMES AS A SPECIAL EXCEPTION USE WITHIN THE CORE COMMERCIAL DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT; AMENDING THE WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR HOUSE BUILDING TYPES ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL WILL HEAR THESE ITEMS ON:

March 23, 2021 and April 13, 2021

ALL HEARINGS WILL BE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 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

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meeting@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meeting@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above.

General Notice Information:

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the 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 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 Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0604922-01

Legislation Details (With Text)

File #:	21-205	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/5/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Pass on 1st Reading: Ordinance 04-2021, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date. (Community Services Director)			
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ord 04-2021 C-C and CWOD w-map.pdf Legal Ad Proof 3-23 and 4-13.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 5, 2021
Agenda Date: March 23, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on 1st Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

BACKGROUND:

I. Zoning Text Amendment Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A. Zoning, Article XXI, Section 1 (G)(2) as follows:

a) Need and justification for change

Staff Finding: The City would like to allow for the possibility of construction of townhouses, single-family homes and duplexes under the C-C, Core Commercial zoning district regulations, specifically as a Special Exception use. Currently these uses are listed as prohibited in this district. Allowing a low density residential option near the downtown area where the C-C district is located would allow infill redevelopment on smaller existing lots which are not suitable for larger commercial or residential developments without the combination of parcels.

To address these aims, the proposed ordinance would make the following changes:

In Section 18, Core Commercial Zoning District

1. Add townhouse residential subdivision (regulated by RU-2-15) as a Special Exception use.
2. Add single-family homes and duplexes (regulated by RU-2-15) as a Special Exception use.
3. Remove single-family homes and duplexes from the list of prohibited uses.

The RU-2-15 zoning district was chosen for the regulation of these uses because it already provides specific zoning regulations for single-family, duplex and townhome development.

In Section 22, Cocoa Waterfront Overlay District

1. Amend the use table to add Duplexes to single-family detached dwelling use and add “SE” for Special Exception to the Core Commercial Zoning district columns under the Uptown Neighborhood and King/Willard Sub-districts.
2. Amend the use table to add Townhouse to single-family attached dwelling use and add “SE” for Special Exception to the Core Commercial Zoning district columns under the Uptown Neighborhood, South End, Cocoa Village, North of the Village and King/Willard Sub-districts.
3. Amend the Regulating Plan building types table to add “RP” for Regulating Plan to the King/Willard Sub-district under the House building type.

The changes proposed for Section 22 are necessary to mirror the changes in Section 18. The Regulating Plan is divided into 8 sub-districts and the uses allowed within each are further regulated based on the underlying zoning district of the various parcels within.

The first change proposed above will allow single-family and duplex use in two of the sub-districts which have Core Commercial zoning. These uses were not added to the remaining three sub-districts in order not to dilute the more intensely commercial nature of those sub-districts.

The second change proposed above will allow the townhouse use in those sub-districts which have Core Commercial zoning.

The third change listed above is specific to one parcel of land along the north side of SR520 which is currently developed with a single-family home. This is the only parcel within the King/Willard sub-district that has a single-family use. The property owner has a significant sentimental attachment to the property as it has passed down within his family and he wishes to rebuild a home on the property. No single-family building type is permitted in the King/Willard sub-district at this time. Therefore, the combination of allowing single-family as a use with approval of a Special Exception along with the addition of the House building type to this particular parcel would create a potential method by which the current property owner might be able to rebuild his grandmother’s home without diluting the commercial nature of the corridor in general.

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

Staff Finding: The following Comprehensive Plan policy supports the proposed zoning text amendment:

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

POLICY 1.1.4.10: The City will encourage infill development and redevelopment in blighted areas or areas in transition, and encourage new housing development in appropriate areas where community services exist or are programmed to

occur.

STRATEGIC PLAN CONNECTION:

Objective 3.2: Increase the number of permanent residents living within Historic Cocoa Village.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of this item on March 3, 2021.

RECOMMENDED MOTION:
Pass on 1st Reading: Ordinance 04-2021 of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District; providing for the repeal of prior inconsistent ordinances and resolutions, incorporation into the code, severability, and an effective date.

ORDINANCE NO. 04-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTIONS 18 AND 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA; ALLOWING TOWNHOUSES AND SINGLE-FAMILY HOMES AS A SPECIAL EXCEPTION USE WITHIN THE CORE COMMERCIAL DISTRICT AND CERTAIN SUBDISTRICTS OF THE COCOA WATERFRONT OVERLAY DISTRICT; AMENDING THE WATERFRONT OVERLAY REGULATING PLAN TO ALLOW FOR HOUSE BUILDING TYPES ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Core Commercial Zoning District (C-C), is generally bounded on the north by Mitchell Street, on the east by Forest Avenue and Brunson Boulevard, on the south by the city limits and on the west by U.S. 1; and

WHEREAS, the Cocoa Waterfront Overlay District overlays the majority of the C-C Zoning District, with multiple subdistricts within the Overlay; and

WHEREAS, the C-C Zoning District is intended for low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors and also for medium-density multi-family housing to support such commercial, office and professional uses; and

WHEREAS, the Zoning Ordinance of the City of Cocoa defines a "townhouse" as a "dwelling unit which is one of a group of such units separated by adjoining fire walls, or fire walls separated by a space of no more than six (6) inches, constructed upon a separate lot and serviced with separate utilities"; and

WHEREAS, the addition of townhouse and limited single-family home development as a special exception use in the C-C Zoning District will further support allowed commercial, office and professional uses with different types of medium-density residential housing options, other

than multi-family development; and

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

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

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XI, Sections 18 and 22, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XI, Sections 18 and 22. It is intended that the text in Appendix A, Article XI, Sections 18 and 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 18. - District and Intent—C-C, Core Commercial District.

The provisions of this district are intended to apply to the core area as described in the city's adopted redevelopment plan, an area generally bounded on the north by Mitchell Street, on the east by Forest Avenue and Brunson Boulevard, on the south by the city limits and on the west by U.S. 1. Uses are based on the redevelopment plan and are intended to be low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors. The permitted uses and design and development standards are intended to promote major developments of high quality, including medium density multi-family, townhouse, and single-family housing, office parks, village commercial, institutional uses and significant open space areas. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development standards. All development in the Core Commercial District shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.

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

(1) Professional offices.

(2) Dental clinics, medical offices laboratories.

(3) Financial institutions.

(4) Business services.

(5) Restaurants (bars and lounges allowed only as an accessory use to restaurant).

(6) Personal service establishments.

(7) Retail commercial.

(8) Public and private automobile parking.

(9) Recreational and cultural facilities.

(10) Hotel/motel uses.

(11) Public benefit uses.

(12) Private clubs in conjunction with a mixed-use, commercial or hotel use.

(13) That specific use of land and structures existing as of the date of the adoption of this ordinance provided such use was a permitted use in the CW District. The city's local business tax receipt records shall constitute prima facie evidence of the specific use in operation at the time of adoption of this ordinance.

Two (2) other classifications of use would be permitted under this subsection as follows:

a. Warehousing and wholesaling in a completely enclosed structure(s).

b. Service and repair establishments limited to dry-cleaning and laundry plants, business services, printing plants, welding shops, and light assembly/manufacturing. Such use(s) of land/structures would terminate upon conversion to any other permitted use in this section.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal uses and in keeping with the commercial character of the area, including warehousing but only as an accessory to a retail commercial use.

(C) SPECIAL EXCEPTIONS.

(1) Multiple-family dwellings as regulated in article XI, section 6, RV-2-25 Multiple-Family Dwelling District, provided, however, that, multiple-family uses may be developed in conjunction with nonresidential uses.

(2) Townhouse residential subdivision (as regulated by section 5, RU-2-15)

(3) Single-family homes and duplexes (as regulated by section 5, RU-2-15)

(42) Churches and schools.

(53) Parks and green areas.

(64) Sewer lift stations.

(75) Child care centers.

(86) Service stations as regulated in section 12, C-G (C)(2), except that all repair services shall be within an enclosed structure.

(97) Utilities.

(108) Bed and breakfast establishments as regulated by article XIII, section 24, Bed and breakfast establishments.

(119) Telecommunication towers and antennas, pursuant to article XIII, section 26.

(1210) Craft breweries, with a bar and/or lounge area as an accessory use, subject to the following:

a. Onsite production shall be limited to beer only; and

b. Bar and lounge areas associated with the brewery shall be permitted but shall not exceed 50 percent of the total square footage of the operation; and

c. Bar and lounge areas associated with the brewery may serve beer and wine, only; and

d. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and

e. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

(D) PROHIBITED USES AND STRUCTURES.

(1) Manufacturing and industrial uses, freight transportation terminals, storage warehousing, and other activities of a similar nature.

(2) Any use requiring outside storage of materials.

(3) Warehousing.

~~(4) Single-family homes and duplexes.~~

(45) Automotive repair establishments and automotive sales.

(56) Heavy commercial uses such as welding shops, paint and body shops, etc., and other uses not specifically or provisionally permitted herein, and any use not in keeping with the character of the district.

(67) Package stores.

*** * ***

Sec. 22. - Cocoa Waterfront Overlay District.

*** * ***

(F) *Uses.* The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE-Special Exception, Blank Cell-Not Permitted, P-Permitted, RP- as identified on the regulating plan"	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Residential																		
Adult Congregate Living Facilities (ACLF)		SE	SE				SE		SE		SE		SE			SE		
Group Homes, 6 or fewer residents					P	P												
Group Homes, 7 or greater residents					SE	SE												
Live-Work						RP												
Multi_family dwellings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

Senior elderly only housing													SE					
Single-family, detached dwellings/ Duplex	P	P		SE	P					P			P					SE
Single-family, attached dwellings/ Townhouse		P	P	SE	P	P	P	SE	P		P	SE		SE		P		SE

*** * ***

(I) *Building Types.*

Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

*** * ***

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Design Districts and Building Types Table

Design District	Homestead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Townhouse (TH)	Apartment Building (AB)	Courtyard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/Mixed Use-Medium (CM)	Commercial/Mixed Use-Large (CL)	Single Story Commercial (SC)	Large Format Commercial (LF)	Institutional (IT)	Civic (CI)
Cocoa Village (CV)				RP	RP	P	P	P	P	RP(3)	RP		P	RP
Heart of Cocoa (HC)		P	P	P	P(1)			(2)					P	
King/Willard Corridor (KW)			RP		RP	RP	RP	P	P		P		P	
Uptown Neighborhood (UN)		P	P	P	P								P	RP
South of the Village (SV)	P	P	P	P	P	RP	RP	RP					P	
South End (SE)				P	P	P	P	P	P		RP		P	
Waterfront (WF)						P	P	P	P	P	RP		P	RP
North of Village (NV)					P	P	P	P	P		RP	RP	P	

RP, permitted only where indicated on Regulating plan.

P, Permitted in the Design District.

Blank Cell, is not permitted.

* Commercial/Mixed Use is a mix of uses, ie. Office/retail, office/residential.

(1) Townhomes are permitted up to 4 units per building

(2) Consistent with the Substitute Consent Decree as ordered on January 28, 2009

(3) Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

*** * ***

Section 3. **Replacement of Regulating Plan.** Appendix A, Zoning, is hereby amended to amended to delete the Regulating Plan set forth in Article XI, Section 22(G), City Code, and replace it with the Regulating Plan attached hereto as Exhibit "A" and fully incorporated herein by this reference.

Section 4. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2021.

_____

Michael C. Blake, Mayor

ATTEST:

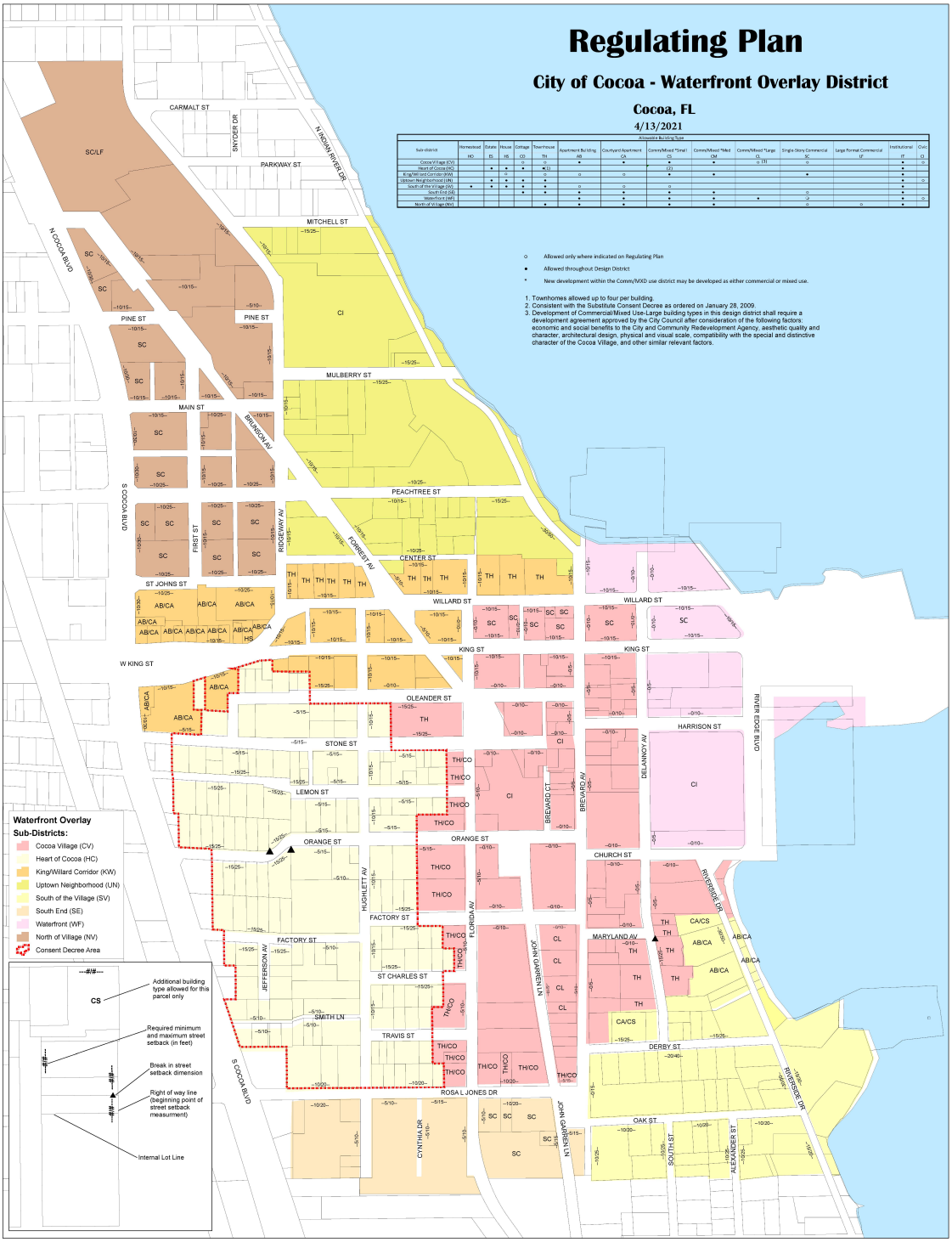
_____

CARIE SHEALY, MMC
City Clerk

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

EXHIBIT A

Regulating Plan



Legislation Details (With Text)

File #:	21-215	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/9/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Pass on 1st Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2021 Rezoning London Cove-Retreat at Cocoa Commons RU-2-10 to RU-2-15.pdf Location Map.pdf Legal Ad Proof (FLUM and Rezone).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 9, 2021
Agenda Date: March 23, 2021
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on 1st Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District).

BACKGROUND:

In 1986 a rezoning application from RU-1-7 to RU-2-10 (Ordinance 15-86) was approved for a potential residential project on what was at the time a portion of a single parcel. In 2003 another rezoning application (Ordinance 52-2003), changed a portion of the original parcel to C-N (Neighborhood Commercial) zoning. The original parcel was later subdivided such that the portion containing the RU-2-10 zoning is now part of three (3) parcels. All three parcels are currently vacant land. One of the parcels is owned by the City and is part of the Mud Lake wetlands area. The other two parcels are privately owned and are part of a proposed development project which would create 6 commercial lots and a senior apartment complex.

The RU-2-10 zoning district was created to apply only to those parcels included in the Heart of Cocoa

Consent Decree area which is limited to a physical location adjacent to Cocoa Village. It is not intended to be applied to properties in other areas of the city. Therefore, staff is bringing forth this rezoning action in order to redress this inconsistency and apply the same zoning district to the entirety of the three parcels containing fragments of this last remaining RU-2-10 zoning outside the Consent Decree area.

The portion of the three parcels containing the RU-2-10 zoning has a Future Land Use designation of Medium Density Residential (MDR) which allows up to 15 dwelling units per acre. The attached ordinance would change the zoning of this portion of the three parcels from RU-2-10 to RU-2-15 which is in keeping with the density and uses allowed by the MDR Future Land Use category.

Future Land Use Designation: Medium Density Residential

Zoning District: Current: RU-2-10 (Low-Density Single-Family and Multiple-Family District)

Proposed: RU-2-15 (Multiple-Family Dwelling District)

Existing Land Use: Vacant land

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area: The following table summarizes the current Future Land Use (FLU) and Zoning designations for the adjacent parcels.

	Future Land Use Designations	Zoning Districts	Land Uses
North	Medium Density Residential	C-N (Neighborhood Commercial) and PUD (Planned Unit Development)	Single Family Residential
South	Low Density Residential	RU-2-15 (Multiple-Family Dwelling District)	Vacant land (wetlands)
East	Medium Density Residential and Neighborhood Commercial	C-N (Neighborhood Commercial)	Cocoa Commons Shopping Center
West	Neighborhood Commercial	C-N (Neighborhood Commercial)	Cocoa Fire Station and vacant land

II. Rezoning Analysis

Consistency with Code of the City of Cocoa

In accordance with Appendix A of the City of Cocoa, Article XXI, Section 1(G), the following criteria are to be considered in the review of an application for a rezoning:

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

Staff Finding: The proposed zoning change is consistent with the established land use pattern of adjacent properties. Although the property to the immediate west of the subject property is a City Fire Station, the lands on the south side of SR524 extending all the way to Cox Road are all zoned RU-2-15 and have been approved for multi-family housing projects. The proposed use of multi-family residential (senior apartments) is harmonious with the established land use pattern in the vicinity.

b. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

Staff Finding: The proposed RU-2-15 zoning district will not create an isolated district. Instead, it will continue the multi-family character of the parcels surrounding the subject property and will be in harmony with the adjoining properties' permitted uses and zoning districts by providing increased residential density to support the existing commercial uses to the east and future commercial uses proposed to the north.

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 maximum density for the proposed rezoning to RU-2-15 is 15 units per acre, consistent with the Future Land Use Element of the Comprehensive Plan. Therefore, the proposed change is consistent with the Comprehensive Plan and possible development plans and patterns envisioned for the area. The proposed change should not materially alter the population density pattern in the area nor over tax public facilities.

[NOTE: Although not relevant for the criteria review, it should be noted that in reality the majority of the current RU-2-10 land is wetland owned by the City and not intended for development of any kind. The portion on privately owned land would become part of a master stormwater pond to serve the developed areas of that property. Thus, for all practical purposes the increase in density allowed by the rezoning will not increase the population density on the subject property once the property is developed.

Staff Finding (g) addresses schools, and Staff Finding (h) addresses streets and traffic. It is not anticipated that the density pattern will increase or overtax the load on utilities. The Developer is responsible for the design, permitting and construction of all on-site utility infrastructure required to serve the property. In addition, the developer will be required to complete tie-in to a sewer lift station on the adjoining city-owned parcel to the west which was sited there for this purpose.

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

Staff Finding: The existing RU-2-10 boundary is illogically drawn in relation to the existing uses on the properties proposed for change and in relation to the existing parcel boundaries as it represents only an arbitrary portion of the three affected parcels. This rezoning action will correct this by returning the entirety of two the three parcels to one zoning district and bring added continuity by applying the same zoning district to the remainder of the third parcel.

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 FLU Map designation for the subject property is "Medium Density Residential" which allows the proposed RU-2-15 zoning district designation.

The proposed change will not be contrary to the Future Land Use Map and Future Land Use Element of the Comprehensive Plan, which permits the proposed development. The Comprehensive Plan permits a maximum density of 15 units per acre. Staff finds the proposed rezoning to be consistent with the following sections of the Comprehensive Plan.

Policy 1.1.2 FUTURE LAND USE DESIGNATIONS ESTABLISHED - Land development regulations shall be based upon the following locational standards and criteria:

Medium Density Residential Areas:

A. Medium density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.
B. These areas should have convenient access to community services.
C. New developments approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

f. Changed or changing conditions make the passage of the proposed amendment necessary.

Staff Finding: Changed or changing conditions do not make the passage of the proposed amendment necessary. However, in order to be consistent with the Heart of Cocoa Consent Decree application area, this portion of RU-2-10 zoning should be eliminated.

g. The proposed change will adversely influence living conditions in the neighborhood.

Staff Finding: The requested zoning change is not expected to negatively impact living conditions in the neighborhood. As stated before, the majority of the area to be rezoned is wetlands owned by the City and the remainder will be a stormwater pond.

h. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Finding: As stated above, the density of the proposed development on the larger part of the privately owned parcel will not be materially affected by the rezoning action.

i. The proposed change will create a drainage problem.

Staff Finding: No drainage problems are anticipated as a result of the rezoning. The area to be rezoned is intended to provide a master stormwater pond system for the rest of the property.

j. The proposed change will seriously reduce light and air to adjacent areas.

Staff Finding: The proposed change will not affect light and air to adjacent areas as no structures are anticipated to be built in these areas.

k. The proposed change will adversely affect property values in the adjacent areas.

Staff Finding: It is not anticipated that property values would be negatively affected by the proposed rezoning. The proposed rezoning will not materially change the uses allowed for the subject properties.

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 for the reasons stated above. The proposed changes should not adversely impact property values or adversely influence living conditions in the neighborhood.

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 owners as the change of zoning is consistent with the existing uses of the properties involved. This is consistent with the public welfare.

n. There are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Finding: The property cannot retain the existing RU-2-10 zoning district designation in light of the fact that the RU-2-10 zoning designation is intended to apply on to those parcels within the physical boundaries of the Consent Decree area. In order for the privately owned parcels to be developed the RU-2-10 zoning must be changed.

o. Whether the change suggested is out of scale with the needs of the neighborhood of the city.

Staff Finding: The proposed rezoning is not out of scale with the needs of the neighborhood of the City. This area of the City provides for residential uses.

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 rezoning application is not based on a need to accommodate the proposed development, but rather on the need to bring the specific area under RU-2-10 zoning into compliance with the code by the application of a different zoning district.

Consistency with Comprehensive Plan Policies and Objectives

The proposed RU-2-15 zoning designation is consistent with the allowable uses under the "Medium Density Residential" Future Land Use per the City of Cocoa Comprehensive Plan. Please see the discussion in Section e. above for further detail.

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, any future development of the subject parcels 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 are identified, necessary and appropriate mitigation will be required to be addressed prior to construction.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board will hear this item on March 17, 2021.

RECOMMENDED MOTION:
Pass on 1st Reading: Ordinance 06-2021, a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXII, changing the Zoning Map designation of a 9.33 acre portion of three (3) parcels of land located south of the intersection of SR524 and London Blvd. from RU-2-10 (Low-Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District).

ORDINANCE NO. 06-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF A 9.33 ACRE PORTION, MORE OR LESS, OF THREE (3) PARCELS OF REAL PROPERTY, LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-2-10 (LOW-DENSITY SINGLE-FAMILY AND MULTIPLE-FAMILY DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

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

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

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

Section 2. Zoning Map Amendment. That the Official Zoning Map of the City of Cocoa, as described in City of Cocoa Code, Article VIII, Section 1, is hereby amended to include

a change of classification from RU-2-10 (Low Density Single-Family and Multiple-Family District) to RU-2-15 (Multiple-Family Dwelling District) for the real property depicted and legally described on **Exhibit A,** attached and incorporated herein by this reference. City Staff is hereby directed to promptly amend the Official Zoning Map upon the effective date of this Ordinance.

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2021.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
CARIE SHEALY, MMC
City Clerk

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

EXHIBIT A

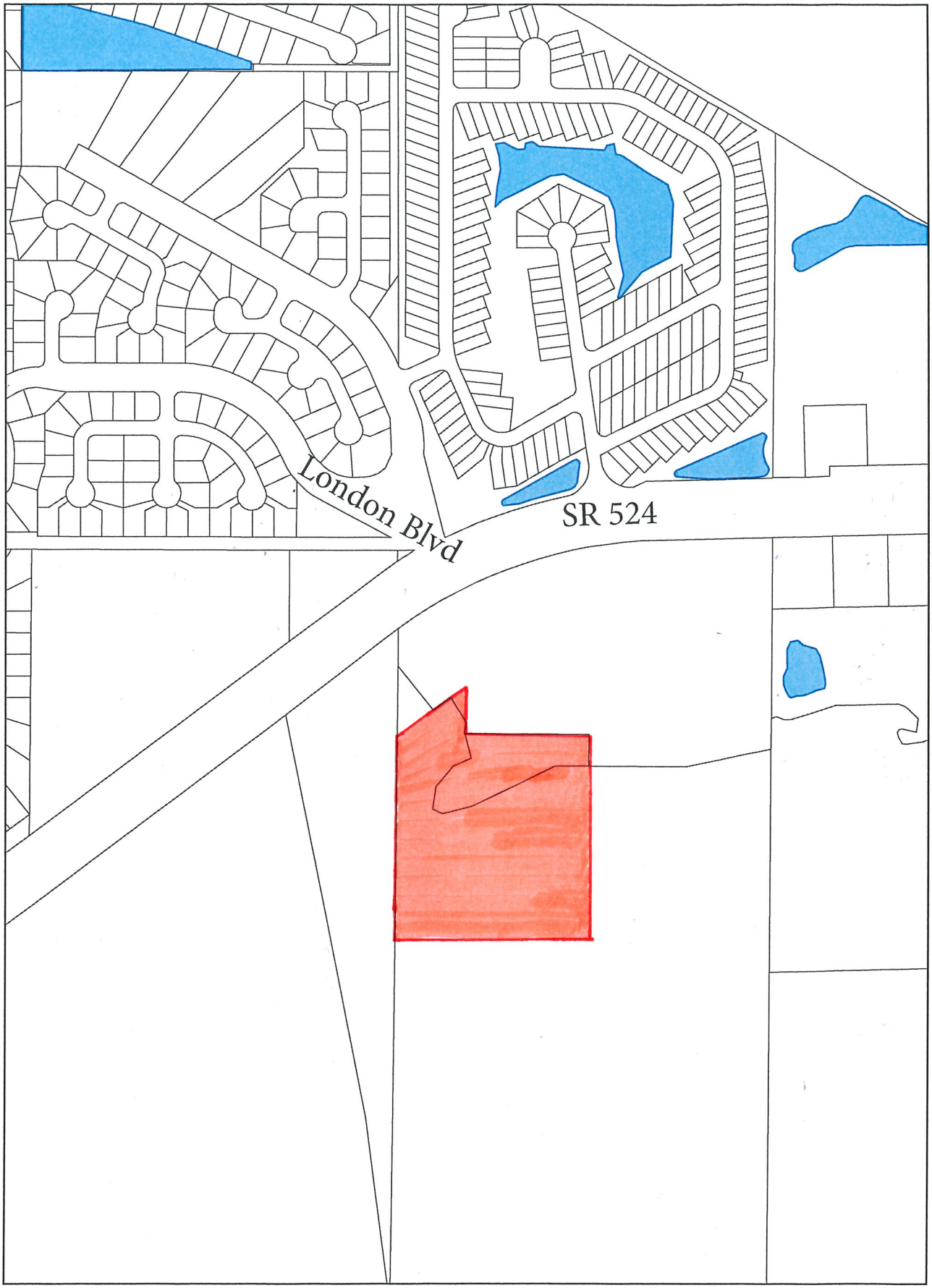
Legal Description of Real Property

A portion of Section 18, Township 24 South, Range 36 East, located in Brevard County, Florida, described as follows:

Begin at a point on the west boundary of Section 18, 284.91 Feet south of the N.W. Corner of the SW ¼ of Section 18, said point being on the southeasterly right-of-way line of State Road 524; thence with the southeasterly right-of-way line of State Road 524, N.53°33'00" E., 2.25 Feet to the P.C. of a curve having a radius of 5,597.58 Feet and a central angle of 5°25'34"; thence with said curve concave to the right along the southeasterly right-of-way line of State Road 524, an arc distance of 263.93 Feet; thence S.0°11'51"E., 509.82 Feet; thence N.89°54'26"E., 433.60 Feet; thence S.0°33'08"W., 528.12 Feet; thence 89°54'26"W., 655.0 Feet to the west boundary of Section 18; thence with the west boundary of Section 18, N.0°11'51"W., 885.0 Feet to the point of beginning.

LESS AND EXCEPT:

The North 300 feet of the above-described real property lying south of the south right-of-way line of relocated Highway 524 as recorded in the public records of Brevard County, Florida.


London Blvd
SR 524

CITY OF COCOA
NOTICE OF PUBLIC HEARING

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

COMPREHENSIVE PLAN MAP AMENDMENT
Ordinance No. 05-2021

A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR A 7.61 ACRE PORTION, MORE OR LESS, OF ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.



ZONING MAP AMENDMENT
Ordinance No. 06-2021

B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF A 9.33 ACRE PORTION, MORE OR LESS, OF THREE (3) PARCELS OF REAL PROPERTY, LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM RU-2-10 (LOW-DENSITY SINGLE-FAMILY AND MULTIPLE-FAMILY DISTRICT) TO RU-2-15 (MULTIPLE-FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.



PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
WILL HEAR THESE ITEMS ON:
March 17, 2021

CITY COUNCIL WILL HEAR THESE ITEMS ON:
March 23, 2021 and April 13, 2021

ALL HEARINGS WILL BE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

Public Participation and Special COVID-19 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

These documents and information pertaining to the above may also be inspected at the Community Services Department, between 9:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Members of the public have several options to participate in the public hearings.

(1) In-person attendance. Due to the COVID-19 Emergency and the need to maintain social distancing, meetings in the City Hall Council Chambers are limited to fifty (50) members in the audience at any one time. Members of the public may utilize the contact information provided below to contact the City Clerk and determine if restrictions on physical attendance at the City Council Chambers have been lifted prior to the date of the public hearings.

(2) Commenting in advance of the meeting. Interested persons are encouraged to provide written comments in advance of the hearings by emailing meeting@cocoafl.org or mailing to the following address:

City of Cocoa
Attn: Dodie Selig, Planning and Zoning Manager
65 Stone Street
Cocoa, FL 32922

Mailed comments must be received prior to 4:00 p.m. on the date of the hearing to be read into the record.

(3) Viewing and Commenting In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet addresses:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Interested persons may submit their written comments or questions during the hearings by email at: meeting@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by accessing the e-comment link for this meeting using the Legistar calendar link above.

General Notice Information:

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the 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 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 Local Planning Agency and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

FT-GCI0600229-01

Legislation Details (With Text)

File #:	21-232	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Pass on 1st Reading: Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 05-2021 FLU Amendment London Cove-Retreat at Cocoa Commons Low Density to Location Map.pdf Legal Ad Proof (FLUM and Rezone).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Alix Bernard, Senior Planner
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on 1st Reading; Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”.

BACKGROUND:

The subject property for this Future Land Use Map amendment is comprised of a portion of 1 individual parcel, consisting of approximately 7.61 acres of vacant land. The parcel is owned by SR 524 Cocoa II LLC.

The City is petitioning for a change to the existing Future Land Use designation. A map depicting the subject parcel is attached. The subject property is located south of the intersection of SR 524 and London Blvd.

The assignment of a Future Land Use designation must be consistent with the City’s Comprehensive Plan. Policy 1.1.2.4 states that Medium Density Residential (MDR) areas shall be regarded as areas of moderate density detached and attached housing.

Currently, the subject parcel has three Future Land Use classifications, Neighborhood Commercial, Low Density Residential and Medium Density Residential. In an effort to be consistent with the City's Comprehensive Plan, and to further the development of the property, the City is requesting to change the Low-Density Residential portion of the subject property to Medium Density Residential.

Future Land Use Designation: Current: Low Density Residential
Medium Density Residential
Neighborhood Commercial
Proposed: Medium Density Residential
Neighborhood Commercial

Zoning District: Current: RU 2-10, RU 2-15 and C-N
Proposed: RU 2-15 and C-N

Existing Land Use: Vacant land

Council District: District 3 - Councilmember Rip Dyal

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	Medium Density Residential	C-N (Neighborhood Commercial), PUD Planned Unit Development and RU 1-7a	Single Family Subdivision
South	Low Density Residential	RU 2-15 Multiple Family Dwelling	Vacant Land
East	Neighborhood Commercial	C-N Neighborhood Commercial	Retail Plaza (Cocoa Commons)
West	Neighborhood Commercial	C-N Neighborhood Commercial	Fire Station 3 and Vacant Land

I. Comprehensive Plan Amendment Analysis

Consistency with Code of the City of Cocoa

Planning & Zoning staff has addressed the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11 below:

(1) Whether the proposed amendment will have a favorable or unfavorable effect on the city's budget, or the economy of the city or the region;

Staff Finding: Application of a City of Cocoa MDR Future Land Use designation would allow for multi-family use on the property. This will increase the potential of tax revenue and capital investments.

(2) Whether the proposed amendment will diminish the level of service of public facilities;

Staff Finding: The future land use amendment will not negatively impact or diminish the service level of public facilities.

Potable Water: The subject parcel is served by the City of Cocoa Utilities Department for water service.

Sanitary Sewer: The City of Cocoa sanitary sewer in available in this area.

Solid Waste: The solid waste service to this parcel is provided by a private hauler.

Stormwater Management: The application is subject to the City of Cocoa's stormwater utility program. Said program is now funded by a levy of an annual stormwater utility special assessment. The assessment provides funding to maintain the City's stormwater utility program which provides maintenance for the retention ponds and drainage features in the area.

Transportation: The subject property will have an entrance from State Road 524 which is classified as an arterial roadway on Map M-II-2 of the City of Cocoa Comprehensive Plan 2020 - 2030. Future development of this property will be required to provide a traffic study prior to development.

(3) Whether there will be a favorable or unfavorable impact on the environment or the natural or historical resources of the city or the region as a result of the proposed amendment;

Staff Finding: The subject property consists of a 7.61 acre portion of one (1) parcel of land. The proposed FLUM amendment will have no impact on the environment or the natural/historic resources of the city as identified on Map M-I-3 of the City of Cocoa Comprehensive Plan 2020-2030.

(4) Whether the proposed amendment is consistent with and its effect upon the goals, objectives, and policies of the state comprehensive plan set forth in Chapter 187, Florida Statutes, and the East Central Florida Comprehensive Regional Policy Plan, adopted by Rule 29F-19.001, Florida Administrative Code;

Staff Finding: The proposed FLUM amendment meets the following goal of the State Comprehensive Plan, Chapter 187.201(15) LAND USE - "In recognition of the importance of preserving the natural resources and enhancing the quality of life of the state, development shall be directed to those areas which have in place, or have agreements to provide, the land and water resources, fiscal abilities, and service capacity to accommodate growth in an environmentally acceptable manner". The subject parcel is vacant and will place no additional demands upon the city's resources.

This application is also consistent with the East Central Florida region's 2017 Comprehensive Economic Development Strategy - Goal PL2: "Assist with Redevelopment and place making efforts" as it will provide an expanded opportunity for future multi-family growth along this rapidly developing corridor.

(5) Whether the city is able to provide adequate service from public facilities to the affected

property, if the amendment is granted, and whether the amendment will promote the cost/effective use of or unduly burden public facilities below the level of service set in the comprehensive plan;

Staff Finding: Police Protection is provided by the City of Cocoa Police Department. They indicate that they will be able to provide crime prevention and police protection services at the same level of service provided to other City residents and businesses with existing resources.

Fire Protection is provided by the City of Cocoa's Fire Station No. 3 (3505 Highway 524) which is adjacent to the subject parcel, Back-up service will be provided by Brevard County's Fire Station No. 44 (3785 W. King Street). All stations will provide Enhanced BLS (Basic Life Support) services and fire prevention and protection services.

(6) Whether the amendment is compatible with surrounding neighborhoods and land use;

Staff Finding: The proposed Future Land Use of Medium Density Residential will be consistent with the existing and proposed developments in the area, by providing an extension of the existing Medium Density Residential FLU designation on the west side of the parcel.

(7) If the amendment being requested is consistent with all the elements of the comprehensive plan.

Staff Finding: The subject property is constant with the following goals of the comprehensive plan:

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

Policy 1.1.2.4 Medium Density Residential (MDR). Medium density residential areas shall be regarded as areas for moderate density detached and attached housing. The following criteria shall be used for determining appropriate locations for medium density residential areas.

A. Medium Density residential areas shall have access to a minor collector street, and preferably, to a major collector street or one of higher functional classification.

B. These areas should have convenient access to community services.

C. New development approved in accordance with the comprehensive plan shall provide amenities to include open space and buffering as required in the City's Land Development Regulations.

(8) Whether the amendment will have a favorable or adverse effect on the ability of people to find adequate housing reasonably accessible to their places of employment;

Staff Finding: The proposed FLUM amendment will provide a favorable effect on the ability

of people to find adequate housing.

(9) Whether the proposed amendment will promote or adversely affect the public health, safety, welfare, economic order, or aesthetics of the region or the city;

Staff Finding: The proposed application will reinforce the positive elements of the City by paving the way for future economic vitality.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning and Zoning Board recommended approval of this item on March 17, 2021.

RECOMMENDED MOTION:

Pass on 1st Reading; Ordinance 05-2021, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, for a City initiated request to change the Future Land Use Map designation of a portion of one (1) parcel from City of Cocoa “Low Density Residential” to City of Cocoa “Medium Density Residential”. .

ORDINANCE NO. 05-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR A 7.61 ACRE PORTION, MORE OR LESS, OF ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA LOCATED SOUTH OF THE INTERSECTION OF STATE ROAD 524 AND LONDON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

WHEREAS, section 163.3161 et. seq., Florida Statutes, established the Community Planning Act, which was formerly known as the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Community Planning Act requires each municipality in the State of Florida to prepare, adopt, and update a Comprehensive Plan; and

WHEREAS, in accordance with the provisions of the Community Planning Act, the Local Planning Agency of the City of Cocoa held a duly noticed public hearing on March 17, 2021, in accordance with the procedures established in Chapter 163, Part II, Florida Statutes, on the proposed comprehensive plan amendment; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed amendment set forth hereunder and considered findings and advice of staff, citizens, and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby approves and adopts the Comprehensive Plan Amendment set forth hereunder with the condition as described herein; and

WHEREAS, the City Council of the City of Cocoa hereby finds that this Ordinance is in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. **Authority.** This Ordinance is adopted in compliance with, and pursuant to, the Community Planning Act, sections 163.3161 et. seq., Florida Statutes.

Section 3. **Purpose and Intent.** It is hereby declared to be the purpose and intent of this Ordinance to adopt a comprehensive plan amendment incorporating the revisions stated herein as part of the City of Cocoa Comprehensive Plan.

Section 4. **Adoption of Amendment to the Future Land Use Map.** The City of Cocoa's Comprehensive Plan, Future Land Use Map, is hereby amended by changing the designation of the real property legally described and depicted on **Exhibit A** from Low Density Residential to Medium Density Residential. **Exhibit A** is attached hereto and fully incorporated herein by this reference.

Section 5. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Incorporation into Comprehensive Plan.** Upon the effective date of the Comprehensive Plan Amendment adopted by this Ordinance, said Amendment shall be incorporated into the City of Cocoa Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

Section 8. **Effective Date.** The effective date of the Comprehensive Plan Amendment adopted by this Ordinance shall be thirty-one (31) days after adoption. If the plan amendment is timely challenged, the plan amendment shall not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this plan amendment may be issued before it has become effective. After and from the effective date of this plan amendment, the Comprehensive Plan Amendment set forth herein shall amend the City of Cocoa Comprehensive Plan and become a part of that plan and the plan amendment shall have the legal status of the City of Cocoa Comprehensive Plan, as amended.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, **MMC, City Clerk**

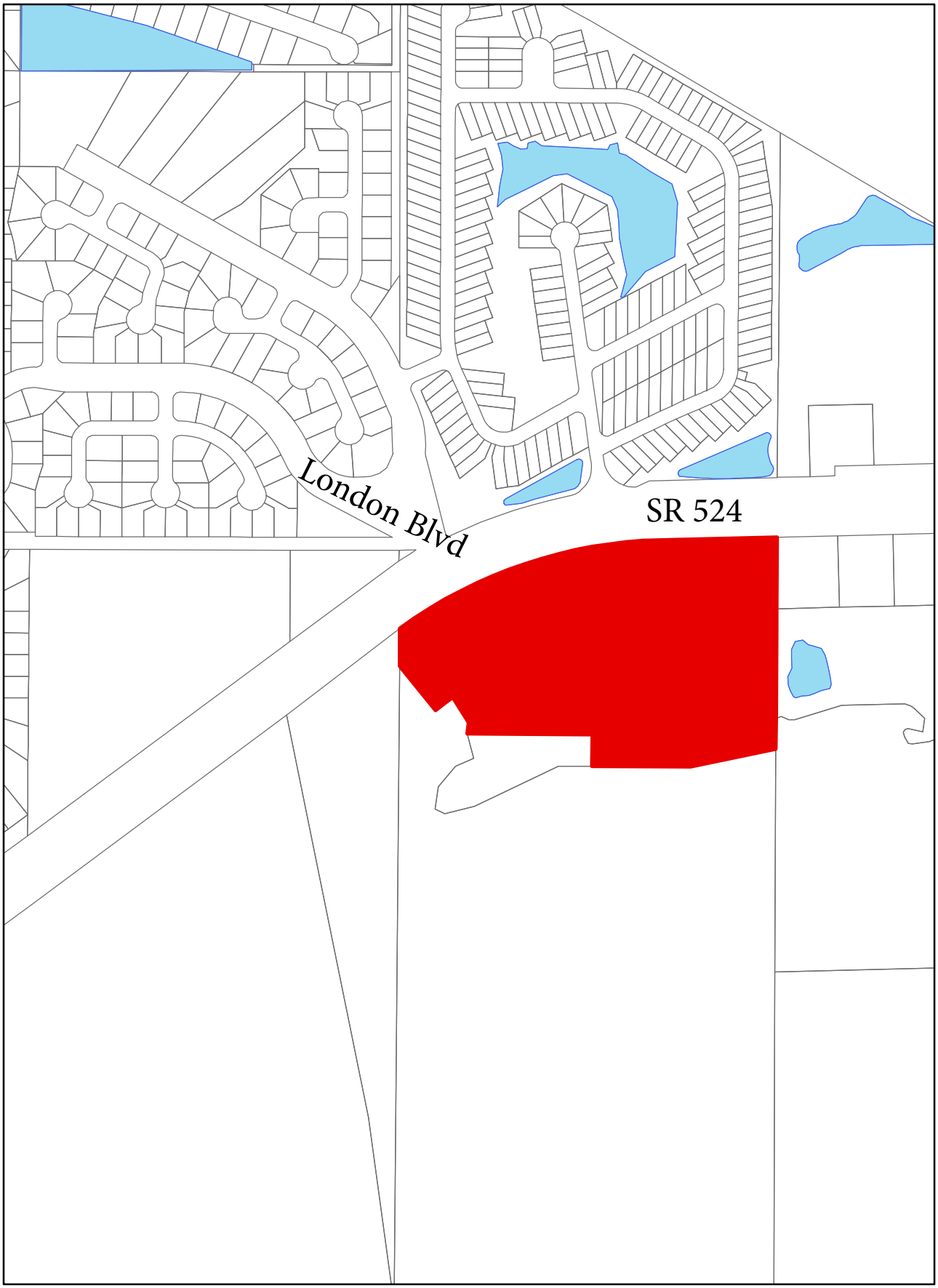
EXHIBIT A

A PORTION THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18 TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY OF RELOCATED STATE ROAD NO. 524.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 18 AND THE SOUTH RIGHT OF WAY OF SAID STATE ROAD NO. 524; THENCE S00°14'26"W, ALONG SAID EAST LINE A DISTANCE OF 300.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°14'26"W, ALONG SAID EAST LINE, A DISTANCE OF 432.45 FEET; THENCE S78°22'53"W A DISTANCE OF 300.78 FEET; THENCE WEST A DISTANCE 456.25 FEET; THENCE S64°32'24"W A DISTANCE OF 320.49 FEET; THENCE S75°20'40"W A DISTANCE OF 106.54 FEET; THENCE N63°26'03"W A DISTANCE OF 37.10 FEET; THENCE N07°10'52"E A DISTANCE OF 78.58 FEET; THENCE N40°22'20"E A DISTANCE OF 92.99 FEET; THENCE N66°36'34"E A DISTANCE OF 68.06 FEET; THENCE N15°16'11"W A DISTANCE OF 87.27 FEET; THENCE N06°42'05"E A DISTANCE OF 39.66 FEET; THENCE N32°34'42"W A DISTANCE OF 102.57 FEET; TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1292.58 FEET; SAID RADIUS BEARS S35°55'11 "E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°28'29", AN ARC DISTANCE OF 777.74 FEET; THENCE N88°33'18"E, TANGENT TO SAID CURVE, A DISTANCE OF 393.79 FEET TO THE POINT OF BEGINNING.

Excluding W 1/2 OF SW 1/4 EX ORB 756 PG 73, ORB 5615 PG3814 & RD R/W

CONTAINING 7.61 ACRES OF LAND MORE OR LESS.


London Blvd
SR 524

Legislation Details (With Text)

File #:	21-217	**Version:** 1	**Name:**	2021 July 4th Celebration	
Type:	Informational Item		**Status:**	Council Busines	
File created:	3/10/2021		**In control:**	City Council	
On agenda:	3/23/2021		**Final action:**		
Title:	Staff is seeking Council direction on the future of the July 4th celebration in Riverfront Park for 2021. (Assistant to the City Manager/Public Information Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	July 4th Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 10, 2021
Agenda Date: March 23, 2021
Prepared By: Samantha Senger, Assistant to the CM/Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Staff is seeking Council direction on the future of the July 4th celebration in Riverfront Park for 2021.

BACKGROUND:

Each year the City of Cocoa hosts a July 4th Celebration in Riverfront Park. The event consists of the Brevard Symphony Orchestra playing on the main stage a free family concert and then a fireworks display over the Indian River (schedule below).

5:00pm - Activities and food vendors open to the public
7:00pm - Introductions of elected officials (Cocoa and Rockledge and any State or County elected officials)
8:00pm - Brevard Symphony Orchestra begins their free concert
9:15pm - Fireworks begin over the Indian River (Lee Wenner Park is shut down to shoot off the fireworks)

This is a completely free event to attend. There is approximately 10-12,000 people typically in attendance for this event based on previous estimates.

In 2020, Council made the decision based on COVID-19 restrictions and protocols, not to host the event. No other municipality in the area hosted a July 4th celebration in 2020.

Currently, we are still requiring all events to present the City with a COVID-19 safety plan that is

approved by the Assistant to the City Manager and Emergency Operations Director prior to any event being approved in the City. Also, all promoters and event organizers are required to sign a COVID-19 liability waiver.

For the Fall Festival and Holiday events which are both City run events, a number of protocols were put in to place to ensure the safety of attendees. We limited the number of activities, spaced out vendors, and put up masks required signs. These two events have much less attendees than July 4th with about 1,000-1,500. They were easier to control and implement safety precautions.

With the size and potential attendee count, staff has come up with safety protocols to implement for this event to ensure social distancing and face coverings. The following protocols have been established that can be implemented for this event:

1. Fence off Riverfront Park with two entrances to better control who is entering the event and that they are following the safety protocols.
2. Create pods where people from the same families can sit together safely and each pod will be at least 6 feet apart from each other. The pods will be reserved ahead of the event. Pods will be constructed from barricades and placed in the grass fields of Riverfront Park.
3. Limit the total attendance for the event to under 2,000 attendees by limiting the number of pods and how many people can go in each pod.
4. Require everyone who attends the event follow the face covering ordinance that is in place at the time of the event.

Another item to consider with this event is the safety of staff that are required to work the event. In the past there have been at least a dozen police officers, about 4-8 fire/ems personnel, 6-7 Leisure Services staff and at least 15-20 volunteers. We have put a number of protocols in place in the workplace to keep our employees safe every day.

Staff is seeking Council's direction on the July 4th event with the following options:

1. Move forward with holding the July 4th event as we have in the past without any safety precautions in place.
2. Move forward with the holding the July 4th event with the above stated safety precautions in place to help ensure that attendees remain safe at the event.
3. Do not host the July 4th event again this year.

STRATEGIC PLAN CONNECTION:

Expanding the marketing of special events to help manage the perception of the City of Cocoa as an event and tourist destination.

BUDGETARY IMPACT:

Current Budget for the July 4th event:

Brevard Symphony Orchestra: $5,800
Event trash services: $1,500
Portable Toilets: $2,250

July 4th Fireworks: $7,000 (Have a $2,500 credit from the deposit we paid for last year's show that did not happen. City of Rockledge also donates towards the fireworks display.)

There will be some additional expenses with implementing some of these safety protocols such as fencing for the park and additional barricades. However, with a much smaller event, some of our other expenses will decrease such as some of the expense associated with the Orchestra, event trash services will be less with less attendees, we will not need as many portable toilets with less attendees, and the fireworks will be less with the deposit that was already applied from last year.

PREVIOUS ACTION:

The 2020 July 4th Celebration was cancelled due to the COVID-19 pandemic. At the March 9, 2021 Council Meeting, staff requested direction from Council on moving forward with the 2021 event. Council requested that this be brought back to Council at the next meeting which is March 23, 2021.

RECOMMENDED MOTION:

Staff is recommending to move forward with the 2021 July 4th event with the recommended safety protocols outlined in the agenda item.

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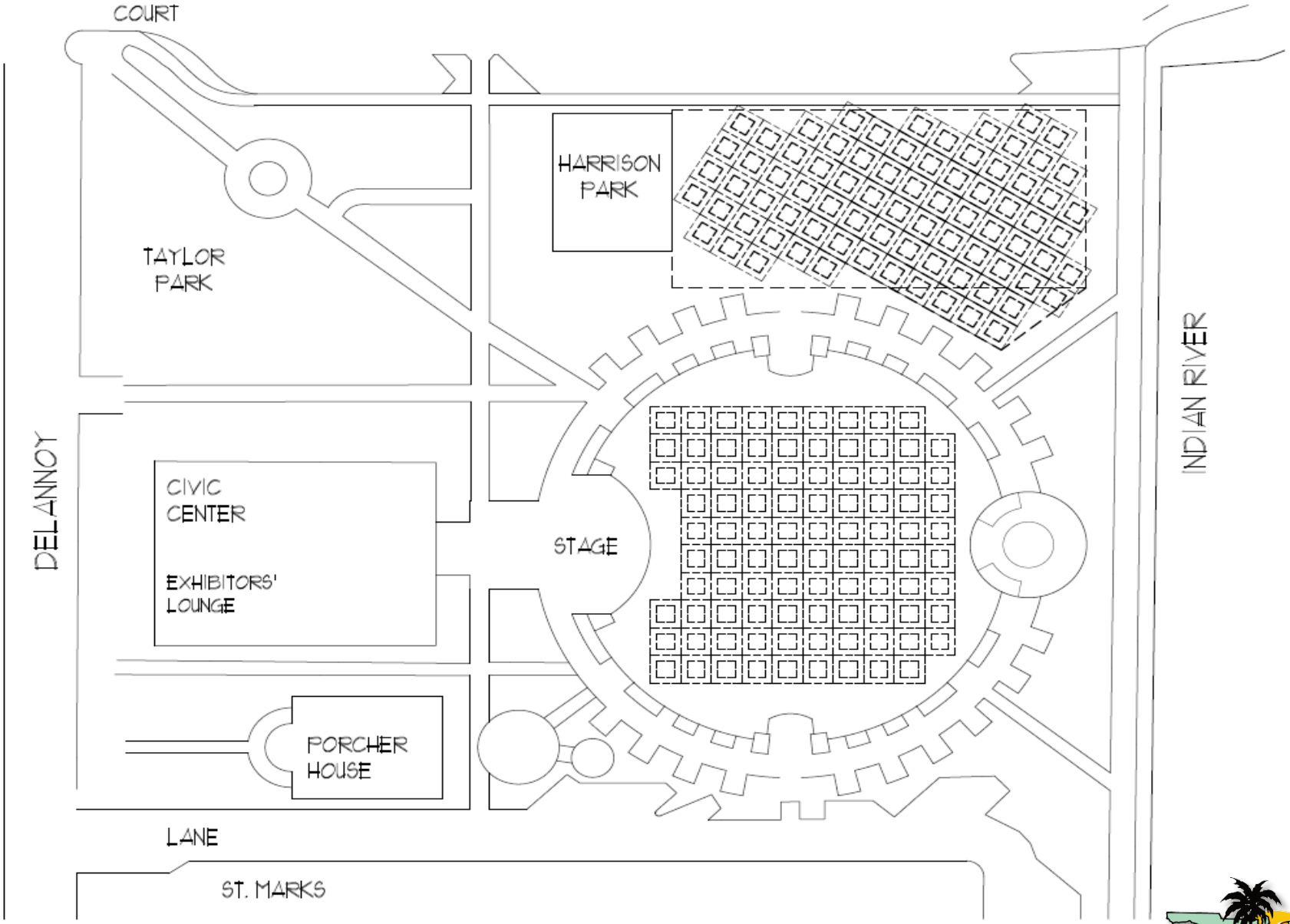











COURT
HARRISON PARK
TAYLOR PARK
INDIAN RIVER
DELANNOY
CIVIC CENTER
EXHIBITORS' LOUNGE
STAGE
PORCHER HOUSE
LANE
ST. MARKS

Legislation Details (With Text)

File #:	21-229	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Consider the Appointment of Jennifer Kenny as a member of the Sustainability Advisory Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jennifer Kenny Board App.pdf Sustainability Advisory Board Roster.pdf Consideration Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Jennifer Kenny as a member of the Sustainability Advisory Board.

BACKGROUND:

The Sustainability Advisory Board currently has one (1) Regular member vacancy. Ms. Jennifer Kenny, who meets the qualifications for serving on a City Board, has submitted an application for board membership. A current Sustainability Advisory Board Roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappoints to City Boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:
Consider the Appointment of Jennifer Kenny as a member of the Sustainability Advisory Board.

Active voter

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, March 2, 2021 9:31 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Jennifer
Last Name	Kenny
Application Date	3/2/2021
Address1	1917 Quail Ridge Ct. Apt 1901
City	Cocoa
State	FL
Zip	32926
District	District 3
Home Phone Number	3212779385
Work Phone Number	3212779385
Cell Phone Number	3212779385
Other Phone Number	3212779385
Place of Business	N/A
Title/Position Held	N/A

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I am currently a member of the Board of Directors with Career Source Brevard. In addition, I sit on the Industrial Committee with Career Source. I am a licensed Electrician and have an understanding of Electrical systems and components. I served a four year apprenticeship and fully appreciate the opportunities that my training afforded to my family. My training in the electrical field included reading, understanding and implementing job specifications. I believe this ability will allow me to assist in the transfer of written instructions into actionable programs that will enhance our City's Sustainability plan.

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Sustainability Advisory Board (established by Resolution No. 2017-137) Meets on the First Thursday of the Month				**No Expiration**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Chairperson	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@gmail.com	414-698-8750	02/27/18 appointed	
Kristina Jackson	205 Westchester Drive Cocoa, FL 32926 drpepperfn23@gmail.com	316-708-5170 (home & cell)	11/2020 Appointed	
Joy Rutherford	234 Willard St. Cocoa, FL 32922 (business address) 40 Carib Dr., Merritt Island, FL 32952 joytford@gmail.com	954-549-5574	11/2020 appointed	
Dawn (Paige) Horr	5672 Saratoga Lane Cocoa, FL 32926 Paige.horr@live.com	321-302-9498 hm	01/2021 appointed	
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	02/27/18 appointed	
Linda Gombert	2323 Elon Drive Cocoa, FL 32926 gombert@bellsouth.net	321-639-4017 hm & wk 321-446-9338 cell	06/26/19 appointed	
Angelique Rinaldi (2/3 of members outside of Cocoa)	806 Switchgrass Island Road Cocoa, FL 32926 Angelique.rinaldi@myfloridahouse.gov	321-615-7397 hm	06/26/19 appointed	
VACANCY ~~Robert Musser~~ ~~Vice Chairman~~ *Resigned effective 9/23/2020*	~~407 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~RMusser@att.net~~	~~321-212-7678~~ ~~(hm)~~ ~~321-394-3256~~ ~~(work)~~ ~~727-686-9778~~ ~~(cell)~~	~~04/24/18~~ ~~appointed~~	
Josephine Shim Committee member (1/3 of members outside of Cocoa)	4010 Dakota Avenue Cocoa, FL 32926 Shimjo2001@yahoo.com	321-636-4493 (hm) 321-431-9932 (cell)	04/24/18 appointed	
Kaylyn Palmer Vice Chairperson	1167 S. Park Ave., Titusville, FL 32780	321-458-4576 hm	12/11/19 appointed	

(3/3 of members outside of Cocoa)	KAYLYN22699@gmail.com			
LIAISON	Councilmember Koss	474-8445	Updated 12/20	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Christine Kuhn	433-8502	Updated 03/2021	

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

March 11, 2021

Ms. Jennifer Kenny
1917 Quail Ridge Ct. Apt 1901
Cocoa, FL 32926

Dear Ms. Kenny:

This is to notify you that the Cocoa City Council will consider your appointment as a Regular member to the Sustainability Advisory Board at their upcoming meeting on Tuesday, March 23, 2021.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Legislation Details (With Text)

File #:	21-230	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Consider the Appointment of the current Alternate member Sharri Scott as a Regular Member and new applicant Demetrius Thomas as 1st Alternate member to the Code Enforcement Board. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Scott Board Application.pdf Thomas Board Application.pdf Code Board Roster.pdf 03_11_2021 Scott Consideration Letter.pdf 03_11_2021 Thomas Consideration Letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of the current Alternate member Sharri Scott as a Regular Member and new applicant Demetrius Thomas as 1st Alternate member to the Code Enforcement Board.

BACKGROUND:

The Code Enforcement Board currently has one Regular member vacancy and one Alternate member vacancy, which were recently vacated by Virginia Weaver and Vinnie Richardson.

The current Alternate member, Sharri Scott, has expressed a desire to be appointed as a Regular member. Ms. Scott was originally appointed in January, 2021. If appointed, she would fulfill the seat vacated by Virginia Weaver and her term would be through June, 2024.

Mr. Demetrius Thomas has also applied to serve on the board and would fulfill an Alternate position. If appointed, he would not have an expiration date.

Both applicants meet the qualifications for serving on a City board.

If both are appointed, there would still be 1 (ONE) Alternate member vacancy.

A current roster is attached along with their Board applications.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council appoints and reappoints to boards and committees as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the Appointment of the current Alternate member Sharri Scott as a Regular Member and new applicant Demetrius Thomas as 1st Alternate member to the Code Enforcement Board.

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, July 01, 2020 9:21 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

City of Cocoa Application for Board/Committee Membership
City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check, be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.*

(Please Print)

First Name	Sharri
Last Name	Scott
Application Date	7/1/2020
Address1	213 Bedford Place
City	Cocoa
State	FL
Zip	32922
District	District 2
Home Phone Number	8439574283
Work Phone Number	4076472622
Cell Phone Number	8439574283
Other Phone Number	*Field not completed.*
Place of Business	Speciality Management Company
Title/Position Held	LCAM

Date of Birth*	11/6/1971
E-mail Address	Sharripatterson@yahoo.com

**The information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.*

(Section Break)

Various City Boards/Committees Available	Code Enforcement/Drug Related Public Nuisance Board, Planning & Zoning Board, Police Community Relations Advisory Committee

(Section Break)

Eligibility	
Have you been a City of Cocoa resident for at least 6 months?	Yes
Do you own property or a business in Cocoa?	Yes
Are you registered to vote in Brevard County, Florida?	Yes
Have you ever been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	No
If yes, have your civil rights been restored?	*Field not completed.*
Do you consent to a standard criminal background check?	Yes

(Section Break)

Miscellaneous Information	
Do you currently serve on any other City of Cocoa board?	No

Are you related to a City of Cocoa Councilmember by blood, adoption, or marriage?	No
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held.	No
If yes, please provide details.	*Field not completed.*

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I have been in the property management business for 20 years. I deal with Board of Directors and committees on a daily basis. I have now lived in Cocoa for a little over a year and see the need and have the desire to participate within the community. I look forward to bringing my knowledge forward and to receive more knowledge within The City of Cocoa, the place I call home!

(Section Break)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

Race	Caucasian
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

By filling this application with the City of Cocoa, I do hereby acknowledge the following: 1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection. 2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk. 3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to. 4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following: Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III) Florida Sunshine Law (Florida Statutes, Chapter 286) http://www.flsenate.gov/Statutes.

Signature	Sharri Scott
Date:	7/1/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis. THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Email not displaying correctly? View it in your browser.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Demetrius Thomas Application Date: 1/19/21

Street Address, Including Zip Code: 313 Stone Street Cocoa, FL 32922

Telephones: Home: 321-262-6467 Work: _____ Pager: _____ Cell: 321-262-6467

Place of Business: Mortuary Transport

Title/Position Held: Transport

Date of Birth[2] 3-28-74

Email Address: dthomas35405@gmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Brownfields Advisory Board		Planning & Zoning Board
X	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Cocoa)
	Housing Authority		Redevelopment Agency (Diamond Square)
	Pension Board - Fire		Redevelopment Agency (US 1)
			Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes		No	x
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	x (registered)
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question.	Yes		No	x

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

My interest is to help clean up neighborhoods from nuisance and drug related activities. And I've had some law enforcement background

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

X African-American
____ Asian-American
____ Hispanic-American
____ Native American
____ Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

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**
Jim Gifford – Chairperson	2807 Tulane Drive, 32926-5756 jgifford@cfl.rr.com	427-9645 cell	06/19 Reappointed 5/16 Reappointed 6/13 Reappointed 4/10 Reappointed 5/07 Reappointed 4/04 Reappointed 11/95 Appointed	2022
~~Virginia Weaver~~ **VACANCY**	~~2303 MacFarland Drive, Cocoa, FL 32922-7034~~ ~~chargin316@cfl.rr.com~~	~~632-9241~~	~~07/15 Reappointed~~ ~~05/12 Reappointed~~ ~~05/09 Reappointed~~ ~~05/06 Reappointed~~ ~~8/04 Appointed to Unexpired Term~~	~~2021~~
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2023
Lloyd Roberts	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/19 Appointed (Filling unexpired term of Cicerrella)	2021
Edward Green (Replaced Michael Klug) Vice Chairperson	104 Riverside Dr. Apt. 204 Cocoa, FL 32922 Edgreen20@gmail.com	321-617-5554	08/18 Appointed	2021
Kimberly Curtis	772 Cressa Circle Cocoa, FL 32926 Kimberlycurtis425@gmail.com	321-261-1125 hm	08/20 Appointed as Regular member *to fulfill Scott Hannon's term*	2021
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	07/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2021
~~1st Alternate~~ ~~Vinnie Richardson~~ **VACANCY**	~~1050 N. Fiske Blvd. #406~~ ~~Cocoa, FL 32922~~ ~~vinnierichardson@gmail.com~~	~~321-616-5991 hm~~	~~12/11/19 appointed~~	~~No expiration~~
2nd Alternate Sharri Scott	213 Bedford Place Cocoa, FL 32922 Sharripatterson@yahoo.com	843-957-4283 hm & cell 407-647-2622 wk	01/2021 appointed	No expiration
LIAISON	Councilman Dyal	474-4924	Updated 12/20	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			

RECORDING SECRETARY	Darla Crowl	433-8508		

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

March 11, 2021

Ms. Sharri Scott
213 Bedford Place
Cocoa, FL 32922

Dear Ms. Scott:

This is to notify you that the Cocoa City Council will consider your appointment as a Regular member to the Code Enforcement Board at their upcoming meeting on Tuesday, March 23, 2021.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

March 11, 2021

Mr. Demetrius Thomas
313 Stone Street
Cocoa, FL 32922

Dear Mr. Thomas:

This is to notify you that the Cocoa City Council will consider your appointment as an Alternate member to the Code Enforcement Board at their upcoming meeting on Tuesday, March 23, 2021.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie E. Shealy, MAA, MMC
City Clerk

Legislation Details (With Text)

File #:	21-231	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Consider the adoption of a Resolution supporting SB 334 & HB 239 which grants Cities and Counties the ability to provide smoke-free zones or designated smoking areas in public parks. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution: Smoke Free Zones.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Consider the adoption of a Resolution supporting SB 334 & HB 239 which grants Cities and Counties the ability to provide smoke-free zones or designated smoking areas in public parks.

BACKGROUND:

The attached Resolution was adopted by the Indian Harbour Beach on February 23, 2021 and they have requested that other municipalities in Brevard County voice their support as well. The attached resolution is showing the City's support for SB 334 and HB 239, which grants cities and counties the authority to regulate smoking in public parks. If adopted, the City Clerk will forward a copy of the City's resolution to the members of the Brevard County Legislative Delegation as well as the following:

- Florida House Professions and Public Health Subcommittee
- Florida House Environment, Agriculture & Flooding Subcommittee
- Florida Health and Human Services Committee
- Senate Environment and Natural Resources Committee
- Senate Rules Committee

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STRATEGIC PLAN CONNECTION:

To promote equitable development to achieve and advance social, economic, health, and environmental justice in and around our City.

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has supported various issues throughout the years by Resolution as they are brought forth to the City for consideration.

RECOMMENDED MOTION:

Consider the adoption of a Resolution supporting SB 334 & HB 239 which grants Cities and Counties the ability to provide smoke-free zones or designated smoking areas in public parks

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Legislation Details (With Text)

File #:	21-250	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	3/17/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Council Direction on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ATTACHMENT A -Villas Revised Draft Development Agreement 2.22.21pdf.pdf ATTACHMENT B - Email Correspondence with The Villas of Cocoa Village.msg ATTACHMENT C - Highest & Best Use Analysis - 915 Florida Avenue.pdf ATTACHMENT D - Proposed Concept Plan.pdf ATTACHMENT E -Villas Proposal.pdf ATTACHMENT F - Villas schematic design.pdf ATTACHMENT G - RFP for 915 Florida Avenue.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 17, 2020
Agenda Date: March 23, 2020
Prepared By: Nancy A. Bunt, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Council Direction on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park).

BACKGROUND:

The City of Cocoa acquired 915 Florida Avenue pursuant to a Memorandum of Understanding (MOU), dated January 12, 2016, by and between the City and the Cocoa Community Redevelopment Agency (CRA). In November 2017, a Highest and Best Use Analysis of the property determined medium sized townhomes were the highest and best use of the property. A September 17, 2017, appraisal on the property determined the market value of the property was $780,000.

The RFP was issued on January 22, 2018 and closed for submissions on March 5, 2018. Only two (2) proposals were received. On April 24, 2018, the City Council accepted the recommendation of the Cocoa CRA to approve the rankings of the Staff Selection Committee and selected the proposal submitted by the Villas of Cocoa Village for the redevelopment of the property subject to negotiation of a development agreement. The City Attorney and City Manager were directed to proceed with

negotiating and preparing a development agreement for further consideration and approval by the City Council.

The Villas of Cocoa Village Project After Negotiation of a Redevelopment Agreement was Authorized:

On July 11, 2018, conceptual plans were sent to the City's Development Review Committee (DRC) by the Planning & Zoning Manager. Unfortunately, they were too "conceptual" for the DRC to provide a thorough development review.

On August 23, 2018, a Redevelopment Agreement was drafted by the City Attorney outlining the terms and conditions of the redevelopment of the property located at 915 Florida Avenue. On April 20, 2020, staff met with the development team of the Villas to give the development team a chance to speak with the Interim City Manager and to provide staff with an update on the project. There was discussion during the meeting that many felt the negotiation of a Redevelopment Agreement could not be completed until outstanding questions on the conceptual plans were resolved.

On May 15, 2020, a Development Review Committee (DRC) meeting was assembled so that everyone on the DRC could review and provide feedback on the proposed plans. In June 2020, the Developer requested a variance on behalf of the Interim City Manager to reduce the stormwater requirements from 100-year/24-hr event to 25-year/24-hr event, so that the entire site would have the same stormwater requirements. On June 10, 2020, staff provided an update to the City Council and a subsequent meeting occurred on July 8, 2020, between the developer's representatives, city staff, and the City Attorney's office whereby the draft Redevelopment Agreement was discussed. On November 18, 2020 and January 26, 2021, the developer, their engineer, the City Manager and the Community Services Director met on the status of the project and negotiations regarding the development agreement. There was significant discussion in regard to the proposed timeline submitted by the Villa's team, the draft terms and conditions in the Development Agreement and the two (2) zoning conflicts.

On February 1, 2021, City staff provided a presentation to the City Council outlining the history of the project, the two (2) zoning conflicts, concerns staff has with the proposed developer's timeline, the phasing plan, the acquisition of the property, and ownership of the .54 acre parcel located in the City of Rockledge.

Since the February 1, 2021 presentation to City Council the following has been completed:

1) The current C-C zoning district does not allow townhome development. Further, Appendix A, Zoning, Article XI, Section 22 of the City Code, governing the Cocoa Waterfront Overlay District, provides that single-family attached housing is not permitted in C-C zoning district.

   The City is in the process of amending Appendix A, Article XI, Sections 18 and 22 of the Zoning Ordinance of the City of Cocoa; allowing townhouses and single-family homes as a Special Exception use within the Core Commercial district and certain sub-districts of the Cocoa Waterfront Overlay District; amending the Waterfront Overlay Regulating Plan to allow for House building types on certain properties within the Cocoa Waterfront Overlay District. The Planning & Zoning Board recommended approval on March 3, 2021. The first reading of the Ordinance is on tonight's (March 23, 2021) Council agenda.

2) On February 22, 2021, based on City Council's consensus on a number of items, the revised Draft Redevelopment Agreement (Attachment A) was sent to the Villa's Attorney. Staff also transmitted the Draft Redevelopment Agreement to the Developer and his team on February 23, 2021. To date, the City has not received any comments on the Draft Redevelopment Agreement. However, staff did follow up on March 14, 2021 with the Villa's team and received a response that stated, "*Our attorney should be contacting the City attorney with his comments in next couple days."* (Attachment B)

3) On February 26, 2021, City staff met with their engineer and identified the waivers and variances needed.

4) On March 15, 2021, the City received the Highest and Best Use Analysis, which concluded that the highest and best use for the property would be a new multi-family development project (Attachment C - Page 35). Subsequently, the Highest & Best Use Analysis was sent to the appraiser. An updated Appraisal should be completed within the next 4 weeks.

STRATEGIC PLAN CONNECTION:

Economic Development and Community Development

BUDGETARY IMPACT:

No budgetary impact.

PREVIOUS ACTION:

On April 24, 2018, Council accepted the recommendation by the Cocoa Community Redevelopment Agency (CRA) to approve the rankings approved by the Staff Selection Committee and select the proposal submitted by The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue subject to negotiating a development agreement.

On June 10, 2020, Staff provided City Council an update on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue.

On February 1, 2021, Staff provided City Council an update on The Villas of Cocoa Village and identified some concerns.

RECOMMENDED MOTION:

Council Direction on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park) to:

1) Continue negotiations on the draft Redevelopment Agreement;
2) Terminate negotiations with The Villas of Cocoa Village; or
3) Terminate negotiations with The Villas of Cocoa Village and direct staff to issue another RFP based on the Highest & Best Use Analysis issued March 15, 2021.

Prepared by and return to:
Anthony A. Garganese, City Attorney
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, Florida 32802
(407) 425-9566

DRAFT 2.22.2021

CITY OF COCOA
REDEVELOPMENT PROJECT AGREEMENT

THIS REDEVELOPMENT PROJECT AGREEMENT (this "Agreement") is entered into as of the ____ day of_____, 2021 (the "Effective Date"), by and between the **CITY OF COCOA**, a Florida municipal corporation (the **"City"**), and **THE VILLAS OF COCOA VILLAGE, LLC**, a Florida limited liability company **("Villas of Cocoa"**).

STATEMENT OF PURPOSE

WHEREAS, the City is the owner of certain property with an address of 915 Florida Avenue, Cocoa, Florida, located at the intersection of Florida Avenue and Rosa L. Jones Avenue, being more particularly described on **Exhibit "A",** attached hereto and incorporated by this reference (the **"Property"**); and

WHEREAS, the Property is located with the Redevelopment Area of the City of Cocoa Redevelopment Agency (the **"Agency"**) and the City acquired the Property for redevelopment purposes in accordance with the Florida Community Redevelopment Act of 1969 (the **"Act"**); and

WHEREAS, on January 22, 2018, the Agency issued a request for proposal (which was titled Purchase of Real Estate and Development of Real Property for 915 Florida Avenue, RFP # P-18-11-COC (the **"RFP"**)) soliciting proposals from interested parties to redevelop the Property for purposes of the Agency making a recommendation to the City to redevelop the Property in accordance with the Agency's Redevelopment Plan; and

WHEREAS, Villas of Cocoa responded to the RFP by submitting a written proposal to the Agency, dated March 5, 2018 (**"Proposal"**); and

WHEREAS, on April 10, 2018, the Agency at a duly held public meeting recommended that the Villas of Cocoa be awarded the RFP, as the developer, for purposes of commencing negotiations with the City regarding an agreement for the redevelopment of the Property in accordance with the Proposal; and

WHEREAS, based on those negotiations, the City and Villas of Cocoa desire that the Property be redeveloped into a mixed-use development consisting of a minimum of 50 and maximum of 58 residential townhouses and a signature multi-story commercial building consistent and compatible with the aesthetic architectural and urban theme of Cocoa Village, and in furtherance

of the Agency's Community Redevelopment Plan, the Cocoa Waterfront Master Plan, and the Act; and

WHEREAS, the City and Villas of Cocoa desire that the Property be expeditiously redeveloped for the betterment of the Redevelopment Area in strict accordance with the development schedule and time periods required by this Agreement; and

WHEREAS, in furtherance of this desire, the City desires to approve the proposed redevelopment plan proposed by Villas of Cocoa under the condition that Villas of Cocoa has agreed to perform under the terms and conditions set forth herein; and

WHEREAS, the purpose and intent of this Agreement is to establish the terms under which the City will convey the Property to Villas of Cocoa, and Villas of Cocoa will develop the Property in accordance with this Agreement, for the purposes of promoting the public health, safety, convenience and prosperity of the residents of the City, eliminating conditions of blight that have impaired the sound and orderly development of the City, promoting economic and commercial activity within the Agency's Redevelopment Area and the City, enhancing housing and employment opportunities in the Redevelopment Area and City, and increasing property values and enhancing tax revenues.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

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

2. ***Approval of Mix Use Conceptual Development Plan.*** In accordance with the terms and conditions of this Agreement, Villas of Cocoa represents and warrants to the City that it will expeditiously redevelop the Property within the development schedule set forth herein, at its expense, into a mixed-use residential townhouse and signature commercial building project generally consisting of a minimum of fifty (50) and maximum of fifty-eight (58) for sale and fee simple townhouse units and one commercial, multi-story commercial building on the corner of Florida Avenue and Rosa L. Jones Avenue (the **"Project"**). The Project will be designed, permitted and constructed in a single phase. The Project townhouse units shall range in size from 1,200 to 2,000 square feet of air conditioned space and be a mix of two and three story buildings with detached or attached two car garages, optional roof top decks, optional private court yard with or without pool and green landscape areas. The Project commercial, multi-story commercial building shall consist of a minimum floor area of six thousand (6,000) square feet of air conditioned space. The Project shall be developed consistent with the Proposal, which consists of a proposed concept site plan and aesthetic building elevations and other architectural renderings that are attached hereto and fully incorporated herein as **Exhibit "B"** (the **"Conceptual Development Plan"**). The Conceptual Development Plan shall be subject to Villas of Cocoa obtaining approval of applicable development permits issued by the City including, but not limited to, zoning approvals for the portion of the Property within the jurisdictional limits of the City to allow the townhouse land use and associated variances and/or waivers, final engineering, subdivision and site plan, and may be subject to reasonable adjustments and conditions by the City in order to bring the Project into

compliance with the City Code of Cocoa (the **"City Code"**). In addition, development of the Project shall be consistent and compatible with the aesthetic architectural and urban theme of Cocoa Village, and in compliance with the Agency's Community Redevelopment Plan, the Cocoa Waterfront Master Plan, the City Code, and the Act.

3. ***Site Plan and Plat Approval Process.*** Within three (3) months from the Effective Date of this Agreement, Villas of Cocoa, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan and preliminary plan/plat approval for the Project consistent with the Conceptual Development Plan. Villas of Cocoa shall diligently pursue and complete, in good faith, final approval of the site plan and preliminary plan/plat within six (6) months of the Effective Date of this Agreement. If Villas of Cocoa fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid six (6) months, the City shall have the right to declare Villas of Cocoa in default pursuant to Paragraph 9 of this Agreement. If Villas of Cocoa does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty.

A. ***Plat requirements.*** For purposes of implementing the conveyance and construction phase of the Project under this Agreement, as well as securing the City's overriding and legitimate public interest in ensuring the Property is redeveloped in accordance with the Act and terms and conditions of this Agreement, the Property will be preliminarily platted into two (2) primary areas. The townhouse area shall be platted into a minimum of fifty (50) and maximum of fifty-eight (58) townhouse lots (**"Townhouse Lots"**) depending on the final site plan and final plat deemed acceptable and approved by the City and the commercial area shall be platted as one single commercial lot (**"Commercial Lot"**). All roads, common areas and private and public utility easements shall also be depicted on the preliminary plan/plat. Roads within the Project site shall be private and maintained by the Association as required by Section 3 (B) herein. All lots and common and dedicated areas shall be adequately dimensioned and configured by legal description to accommodate the Conceptual Development Plan and to meet the requirements of the City Code. The final configuration of the Project including, but not limited to, the Townhouse Lots, Commercial Lot, common areas, and dedicated areas shall be depicted and legally described on the final plat as required by the City. Pursuant to Section 18-30 of the City Code, Villas of Cocoa shall file a final plat with the City for approval in compliance with the requirements of the City Code no later than one (1) year after the preliminary plan/plat was approved by the City. The recording of the final plat shall be contingent upon the conveyance of the Property to the Villas of Cocoa pursuant to Paragraph 4 of this Agreement.

B. ***Property Association; Architectural Covenants.*** No later than final plat approval for the Project, Villas of Cocoa shall, at its expense, form and incorporate a non-profit property owners' association in accordance with Chapter 720, Florida Statutes. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including on and off-site stormwater retention facilities, common roads and drive aisles, landscaping, and open space**,** all as depicted on the final site plan and preliminary/final plat approved by the City. All persons acquiring a Townhouse Lot subsequent to the Effective Date of this Agreement shall be members of the property owners' association. Villas of Cocoa may from time to time add additional covenants and restrictions or make changes in association by-laws as may be

required by Villas of Cocoa or the City to guarantee that the Property will be developed in accordance with the terms and conditions in this Agreement. Villas of Cocoa shall also impose architectural review covenants and restrictions for the Property to be administered by the association. The architectural review covenants and restrictions shall require all buildings on the Property to be constructed and maintained in compliance with the architectural styles as depicted and described in the Conceptual Development Plan.

C. Project Enhancements. In consideration of the mutual promises made herein by the parties, and the City agreeing to sell the Property to the Villas of Cocoa at the Purchase Price, ~~which is below appraised value~~ Villas of Cocoa agrees to incorporate the following development enhancements into the final site plan and/or preliminary plan:

(1) Villas of Cocoa shall design, permit and construct on-street parking as depicted on the Conceptual Development Plan. Specifically, on-street parking shall include eleven (11) public parking spaces on Hughlett Avenue, and eight (8) public parking spaces internal to the Project located at the entrance on Rosa L. Jones as depicted on the Conceptual Development Plan. The construction of the on-street public parking spaces shall be conditioned upon a permit issued by the City and shall satisfy the requirements of the City Code. As required by the City, Villas of Cocoa shall convey either a public parking easement or public parking plat dedication for the eight (8) internal parking spaces in a form deemed acceptable to the City Attorney.

(2) Not used.

(3) All internal roads of the Project shall be designed, permitted and constructed to meet the City's minimum standards for City streets as set forth in the City Code unless otherwise approved by the City during the final site plan and preliminary plat approval process.

(4) All stormwater facilities required to support the Project, and as generally depicted on the Conceptual Development Plans, shall be designed, permitted and constructed by Villas of Cocoa at its expense. The stormwater facility on the portion of the Property located within the incorporated limits of Rockledge shall remain owned by the City, but shall be maintained by the Villas of Cocoa. For purposes of accommodating some of the stormwater flows for the Project, the City agrees to grant a non-exclusive stormwater easement to the Villas of Cocoa upon the portion of the Property located within the incorporated limits of the City of Rockledge and used for stormwater purposes. The easement shall be in a form deemed reasonably acceptable to the City Attorney. The conveyance of the easement shall occur simultaneously with the closing required under Paragraph 4 of this Agreement. Stormwater facilities for the Project shall be maintained by the Villas of Cocoa until such time the Project is turned over to the association. Upon turnover to the association, the association shall maintain the stormwater facilities. Nothing herein shall be construed to limit the City's use of the portion of the Property that is located within the incorporated city limits of Rockledge.

(5) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service

the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.

(6) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, and optional roof top solar panels.

D. Zoning Amendment to Allow Townhouses on Property within City of Cocoa. The City agrees to complete processing, at its sole discretion, a proposed ordinance to amend the City's zoning code to allow townhouses by special exception permit to be constructed on the Property located within the incorporated limits of the City of Cocoa. The proposed ordinance shall be subject to applicable public hearings before the City's Planning & Zoning Board and City Council, and subject to the City Council's final approval. In the event that the zoning amendment is not approved by the City Council within three (3) months of the Effective Date of this Agreement, this Agreement shall automatically terminate and be deemed null and void. However, if the ordinance is approved, Villas of Cocoa shall promptly file a special exception application to seek approval from the City to construct townhouses on said Property and diligently pursue and complete, in good faith, final approval of the special exception application within the same time period allowed for approval of the preliminary plan/plat as set forth in Paragraph 3 (A). In the event that the special exception is not approved by the City within that time period, this Agreement shall automatically terminate and be deemed null and void.

E. Waivers. If the special exception required by Paragraph 3(D) is approved by the City, the City agrees to the following waivers from the City's land development regulation pursuant to Section 15-21 of the City Code for purposes of facilitating the completion of the Project:

4. ***Conveyance of Property; Closing Terms.*** No sooner than the date that Villas of Cocoa obtains final site plan and preliminary plan/plat approval for the Project from the City, Villas of Cocoa may request that the City convey the Property to the Villas of Cocoa excluding the portion of the Property located within the incorporated limits of the city of Rockledge which shall remain owned by the City ("Conveyance Property"). Conveyance shall be required before Villas of Cocoa commences any construction on the Property and shall occur under the following conditions:

A. ***Notice.*** Villas of Cocoa shall provide the City a written notice requesting conveyance of the Conveyance Property (the **"Conveyance Notice"**).

B. ***Financing and Construction Commitments.*** As a condition precedent to the City's obligation to convey the Conveyance Property, as required by this Paragraph 4, and the stormwater easement as required by Paragraph 3 (C)(4), Villas of Cocoa shall provide and deliver to the City the following prior to closing:

(1) ***Financing.*** Written proof of a binding financing commitment to construct the applicable portion of the Project from a bona fide lending institution, private lender or equity group indicating that the Project has been financed to commence and complete construction in accordance with the terms and conditions of this Agreement. Such proof shall also include any

documentation of proof of pre-sales or pre-leasing associated with the financing secured as referenced above and of any personal or business guarantees or collateral to be used to obtain the financing commitment.

(2) ***Performance Bonds.*** Written proof of a performance bond or other surety by the Project's general contractor guaranteeing the completion of the construction of all public and private infrastructure improvements which are approved by the City to support the Project including, but not limited to, roads, sidewalks, parking spaces, drainage and stormwater facilities, utilities, landscaping, recreational amenities, street lighting and signage. The bond shall be based on an engineer's construction cost estimate of all such improvements which shall be subject to the City's approval before the issuance of the bond. The bond shall be in a form acceptable to the City Attorney and the lending institution, private lender, or equity group financing the Project construction. Further, to the extent that the general contractor will be making public improvements on the Property or adjacent property owned by the City, proof of a performance bond or other surety by the general contractor listing the City as an oblige/beneficiary, as their interests may appear, securing the completion of the construction of the public improvements.

C. ***Closing Terms.*** The following closing terms shall apply with respect to the conveyances:

(1) Unless otherwise agreed to by the parties in writing, the closing date for conveyance of the Conveyance Property and stormwater easement by the City to Villas of Cocoa shall be sixty (60) days from the applicable Conveyance Notice unless the Villas of Cocoa fails to satisfy the condition precedents set forth in this Paragraph 4. If Villas of Cocoa fails to satisfy the condition precedents within said sixty (60) day time period, the City shall have the right to declare Villas of Cocoa in default pursuant to Paragraph 9 of this Agreement. If Villas of Cocoa does not cure said default within the cure period, the City shall have the option to terminate the conveyance and/or this Agreement without penalty. The City shall convey the Conveyance Property to Villas of Cocoa pursuant to a special warranty deed subject to payment of the Purchase Price made payable by the Villas of Cocoa to the City pursuant to Paragraph 6 of this Agreement. Said deed shall set forth the development covenants required by Paragraph 5 of this Agreement which shall be binding upon the Conveyance Property. Documentary stamps on the special warranty deed shall be the expense of Villas of Cocoa. Villas of Cocoa shall pay for the cost of recording curative instruments, the title insurance commitment, and the Owner's policy if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

(2) Except as otherwise provided for herein, Villas of Cocoa shall accept the Conveyance Property and stormwater easement property in "as-is" condition subject to the terms and conditions of this Agreement and the final plat and development covenants required by Paragraph 5 of this Agreement. The City shall not be liable to Villas of Cocoa for any condition of the Property.

(3) The City shall obtain at Villas of Cocoa's expense within fifteen (15) days from the Notice Date, a commitment for an Owner's Title Insurance Policy (ALTA FORM B-1970) from Old Republic National Title Company (the **"Title Company"**), agreeing to insure title to the Conveyance Property in an amount equal to the Purchase Price, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's

Policy from the Title Company. The City shall provide the Villas of Cocoa a copy of the title commitment upon receipt of same. Villas of Cocoa shall have twenty (20) days to examine the commitment and tender any objections thereto. At closing, Title Company shall provide Villas of Cocoa standard "gap" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at Villas of Cocoa's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the City to the moment of recording the special warranty deed and subject only to the Permitted Exceptions and any matters created at closing.

(4) If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable, City, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from Villas of Cocoa within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of Villas of Cocoa. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or the time expressly specified in this Agreement, whichever is later. If the City fails to have the commitment exceptions removed or the defects cured within the specified time, Villas of Cocoa may terminate this Agreement or Villas of Cocoa may elect, upon notice to the City within ten () days after the expiration of the ninety (90) day curative period, to take title as is notwithstanding such exceptions or title defects.

(5) Notwithstanding anything herein contained to the contrary, the City shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting the title status of the Property.

(6) Villas of Cocoa shall take title of the Conveyance Property and stormwater easement subject to zoning, restrictions and prohibitions imposed by governmental authority which would not inhibit, restrict or prohibit redevelopment of the Property consistent with the terms and conditions of this Agreement. No other restrictions and/or easements shall affect the title except for this Agreement and the final plat and development covenants required by Paragraph 5 of this Agreement.

(7) If the Villas of Cocoa is unable to satisfy the financing and construction commitments stated in Paragraph 4(B) and all other conditions of closing stated in this Agreement within twelve (12) months of the Effective Date of this Agreement, the City shall have the right, but not obligation, to terminate this Agreement, without penalty, by providing written notice to the Villas of Cocoa.

5. ***Development Covenants.*** The following development covenants in favor of the City shall be set forth in the special warranty deed conveying the Conveyance Property from the City to Villas of Cocoa:

A. The Conveyance Property shall be maintained and used as a townhouse and commercial development consistent with the terms and conditions of this Agreement and compatible with the aesthetic architectural and urban theme of the Cocoa Village, and that the owner of the Property shall be obligated to devote the Property to the uses and development specified in this Agreement and the City's Community Redevelopment Plan, as may be amended from time to time.

B. The covenants shall provide that Villas of Cocoa is without the power to sell, lease, or otherwise transfer the Conveyance Property without the prior written consent of the City until such time that Villas of Cocoa has completed the construction of any or all public and private infrastructure improvements which Villas of Cocoa has obligated itself to complete pursuant to this Agreement. Notwithstanding this provision does not apply to the sale of townhouse units that have been issued a certificate of occupancy by the City.

C. Except for the first mortgage required by Villas of Cocoa's primary lender on the Project, Villas of Cocoa shall not encumber the Conveyance Property with any other mortgage, lien, easements, or other encumbrance without the prior written consent of the City until such time the Project has been completed. Notwithstanding this provision does not apply to mortgages, liens, easements or other encumbrances that may be recorded on townhouse lots after the townhouses have been issued a certificate of occupancy and conveyed by Villas of Cocoa to bona fide third party buyers.

D. The covenants shall run with the land and be binding upon any subsequent owners of the Conveyance Property. Further, the covenants shall provide that the City shall have the right to enforce the covenants against any owner of the Property in accordance with any and all applicable legal or equitable remedies afforded the City by law. Such remedies shall include the City's and City of Cocoa's right to seek reimbursement for reasonable attorney's fees and costs incurred by the City to enforce the covenants in a court of competent jurisdiction through all appellate court proceedings.

E. The Commercial Lot shall be subject to a reversionary interest in favor of the City in accordance with the construction performance terms and conditions required of the Villas of Cocoa pursuant to Paragraph 7(C).

6. **Purchase Price of Property; Valuation**. The City and Villas of Cocoa agree that based on a recent appraisal obtained by the City from Tuttle-Armfield-Wagner Appraisals and Research, the market value of the Property (as of_____, 2021) is $_____, and the parties have agreed that said market value shall be the purchase price for the Conveyance Property and stormwater easement . (the **"Purchase Price"**).

7. **Construction/Development Schedule.** Time is of the essence in constructing the Project strictly in accordance with the following construction/development schedule:

A. ***Infrastructure and Off-Site Improvement Development.*** Within one (1) year of the Effective Date of this Agreement but no sooner than after the preliminary plat is approved by the City, Villas of Cocoa shall substantially commence construction of all roadway and utility improvements required by the City for the Project to service the capacity requirements of the full build-out of the Property for potable water, reuse, sewage, stormwater, electrical and other required utility services. The roadway and utility improvements shall be constructed in a single phase and at Villas of Cocoa's expense. Further, all roadway and utility improvements shall comply with applicable local and state regulations and the City Code. If Villas of Cocoa fails to substantially commence construction (defined as the roadway and utility infrastructure improvements actually being constructed and installed on or for the benefit of the Property pursuant to applicable City building permits beyond excavation) within said time period, the City shall have the right to declare

Villas of Cocoa in default of the roadway and infrastructure requirements set forth in this subparagraph 7(A) pursuant to paragraph 9 of this Agreement.

B. ***Townhouse Lots and Common and Dedicated Areas.***

(1) Within fifteen (15) months of the Effective Date of this Agreement but no sooner than completion of the public and private infrastructure and off-site improvements required under Section 7(A), Villas of Cocoa shall substantially commence vertical construction of the townhouse units in a single phase (defined as the principal building and vertical structural elements thereof being constructed on the Townhouse Lot pursuant to applicable City building permits beyond foundation footings, pilings and slabs, utility infrastructure, and outside improvements such as streetscape, landscaping, fences, and detached structures including garages). Villas of Cocoa shall obtain a final certificate of occupancy issued by the City for all of the townhouse units within twenty-four (24) months of said Effective Date. If Villas of Cocoa fails to substantially commence vertical construction of, or obtain a final certificate occupancy for, the townhouse units within said time periods, the City shall have the right to declare Villas of Cocoa in default pursuant to Paragraph 9 of this Agreement.

(2) In conjunction with the townhouse construction required in Paragraph 7(B)(1), Villas of Cocoa shall construct and complete all common area amenities for the Project in accordance with the final site plan approved by the City including the center court yard and usable open space and recreational areas.

C. ***Commercial Lot.*** The commercial lot shall be permitted and constructed in conjunction with the townhouse lots as a single phase development. Within fifteen (15) months from the Effective Date of this Agreement, Villas of Cocoa shall obtain all development permits in order to promptly substantially commence and complete vertical construction (defined as the principal building and vertical structural elements thereof being constructed on the Commercial Lot pursuant to applicable City building permits beyond foundation footings, pilings and slabs, utility infrastructure, and outside improvements such as streetscape, landscaping, fences, and detached structures including garages) of the multi-story commercial building on the Commercial Lot. If Villas of Cocoa fails to comply with the aforementioned requirements, the City shall have the right to declare Villas of Cocoa in default of the Commercial Lot obligation pursuant to Paragraph 9 of this Agreement. If Villas of Cocoa does not cure said default within the cure period, the City shall have the right, but not obligation, to immediately require Villas of Cocoa to convey the Commercial Lot back to the City, free and clear of any and all mortgages, liens and any other encumbrance other than the final plat, by providing written notice to Villas of Cocoa. If such notice is provided by the City, Villas of Cocoa shall convey the Commercial Lot to the City by warranty deed within thirty (30) days of said notice. Upon conveyance of the Commercial Lot to the City, the Commercial Lot shall no longer be subject to the terms and conditions of this Agreement and the City shall develop the Commercial Lot at the City's sole discretion without any interference or opposition from Villas of Cocoa.

D. ***Other Permits.*** Villas of Cocoa shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental

permit approvals which are required in order to permit Villas of Cocoa to satisfy the construction/development schedule and other terms and conditions of this Agreement.

E. **Schedule of Major Performance Obligations.** A Schedule of Major Performance Obligations required by this Agreement is attached as **Exhibit "C"** (the **"Schedule of Major Performance Obligations"**). The Schedule of Major Performance Obligations is intended to summarize several major benchmarks set forth in the Agreement and is set forth for convenience purposes only. To the extent of any conflict between any provision set forth in this Agreement and the Schedule of Major Performance Obligations, the conflicting provision in the Agreement shall control.

8. **City Obligations.** In consideration of Villas of Cocoa undertaking the Project, and provided Villas of Cocoa shall not be in default of this Agreement, the City shall undertake the actions set forth in this Paragraph. Unless otherwise provided below, the City shall undertake such actions at its sole cost.

A. ***Application authorization; Interim Property Maintenance/use.*** The City, as owner of the Property during the site plan and preliminary plan/plat permitting process, shall authorize Villas of Cocoa to file and pursue any application for development orders or permits associated with redevelopment of the Property consistent with the Conceptual Development Plans and this Agreement, including, but not limited to, applications for final site plan and plat approval and stormwater permits. The City shall maintain the Property in its current condition less reasonable wear and tear during the term of this Agreement prior to conveyance of the Conveyance Property and stormwater easement. However, this Agreement shall not be construed to prohibit the City from using the Property, or any portion thereof, for any temporary government purpose deemed necessary by the City so long as said use will not prohibit or prevent the redevelopment of the Property in accordance with the Conceptual Development Plans and this Agreement.

B. ***Conveyance of the Property.*** The City shall convey to Villas of Cocoa the Conveyance Property and stormwater easement in accordance with the terms and conditions of this Agreement.

C. ***On-Street Parking Permit.*** The City will permit Villas of Cocoa to design, permit and construct on-street parking for public use as depicted on the Conceptual Development Plan, and more specifically set forth in Paragraph 3(C)(1) of this Agreement.

9. ***Default.***

A. ***Villas of Cocoa Default.*** In the event that Villas of Cocoa shall fail to satisfy any of its obligations set forth in this Agreement, the City shall provide Villas of Cocoa written notice of such default. Unless otherwise expressly provided in this Agreement, Villas of Cocoa shall then have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by the City (the **"Cure Period"**). If Villas of Cocoa shall fail to cure such default within the Cure Period, then the City may, in its sole discretion and without penalty, exercise any of its rights and remedies provided by law including, but not limited to, exercising any applicable rights and

remedies expressly set forth in this Agreement. Upon termination of the Agreement, Villas of Cocoa and the City will no longer have any obligations or rights regarding the Agreement or specific City obligation terminated hereunder.

B. ***City Default***. Except as otherwise provided herein, in the event that the City shall fail to satisfy the contractual obligations under this Agreement, Villas of Cocoa shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by Villas of Cocoa (the **"Cure Period"**). If the City shall fail to cure such default within the Cure Period, then Villas of Cocoa may, in its sole discretion, terminate this Agreement. However, in the event that the City shall fail to convey the Property as set forth in Paragraph 4 of this Agreement, and Villas of Cocoa shall not otherwise be in default of this Agreement, then Villas of Cocoa shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure said default. If the City shall fail to cure such default within the thirty (30) day time period, then Villas of Cocoa' sole remedy shall be to terminate this Agreement and be reimbursed for all actual out-of-pocket geotechnical, engineering, construction, architectural, permitting, and title examination costs (excluding attorney's fees and related costs) which were incurred in the performance of its obligations set forth in this Agreement within sixty (60) days of written termination of this Agreement. At time of payment, Villas of Cocoa shall deliver to the City all original plans, reports, permits, and other documents provided to Villas of Cocoa by any company, consultant, or agency related to the City's reimbursement payment required under this subparagraph.

C. ***Force Majeure.*** The foregoing notwithstanding, neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Acts of God, court imposed order, wars, insurrections, acts of terrorism, and/or any other public emergencies beyond the reasonable control of the party whose performance is effected that makes it extremely impracticable or impossible for a party to perform obligations imposed on it by this Agreement.

10. ***Notice.*** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the Agency:

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

For Villas of Cocoa:

_____
_____
_____

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party.

11. ***City's Police and Permit Powers.*** Nothing in this Agreement shall serve to affect or limit any power of the City of Cocoa including, but not limited to, the City's police, legislative, quasi-judicial, permitting, zoning, land use and development, and building code powers in the exercise of its decision making authority associated with the proposed redevelopment of the Property or any related application associated therewith. If Villas of Cocoa is in default under any of its material obligations to complete the construction of the Project after the Property has been conveyed to Villas of Cocoa, Villas of Cocoa agrees that the City shall have the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit being constructed in furtherance of this Agreement until such time the breach is cured.

12. ***Assignment; Recordation - Agreement to Run with the Land***.

A. ***Assignment.*** Prior to completing the construction of the Project and reaching final build-out of the Project, Villas of Cocoa shall not assign this Agreement without the prior written consent of the City. However, Villas of Cocoa shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Villas of Cocoa or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Villas of Cocoa' obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

B. ***Recordation.*** Prior to the conveyance of the Conveyance Property required by Paragraph 4 of this Agreement, the City shall record this Agreement in the Official Records of Brevard County, Florida. This Agreement shall run with the land and be binding upon the Property and successors in interest to the Property. Villas of Cocoa shall take title to the Conveyance Property and stormwater easement subject to this Agreement.

13. ***Sovereign Immunity.*** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person or 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.

14. ***Indemnification by Villas of Cocoa.*** Villas of Cocoa shall be solely responsible for designing, permitting, constructing and maintaining the Project required by this Agreement. Accordingly, to the extent allowed by law, Villas of Cocoa agrees to indemnify and hold the City and its employees, officers, attorneys and contractors harmless from and against any and all

damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Villas of Cocoa and its employees, members, agents and contractors in the exercise of the rights arising under this Agreement. This paragraph shall survive termination of this Agreement.

15. ***Miscellaneous.*** The effective date of this Agreement shall be the date on which the last of the parties hereto executed this Agreement (the ***"Effective Date"***). The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority to comply with the terms and conditions of this Agreement. In the event any of the parties hereto are required to enforce this Agreement by court proceedings or otherwise, each party involved in such enforcement proceedings shall bear its own attorneys' fees, whether incurred at trial, on appeal, or in conjunction with any alternative dispute resolution or bankruptcy proceeding. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. Each party agrees to deal with the other party hereto in good faith. This Agreement may not be changed, amended, or modified in any respect whatsoever, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by all of the parties hereto. The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Unless otherwise expressly provided under this Agreement, each party shall bear their own attorney's fees and costs under this Agreement.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:	**CITY OF COCOA, FLORIDA**
_____	By:_____
Witness 1	**Michael C. Blake**, **Mayor**
Print Name of Witness 1	Attest:
_____	By:_____
Witness 2	Name: _____
_____	

Print Name of Witness 2 Date:_____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by Michael C. Blake, Mayor of the City of Cocoa, on behalf of the City of Cocoa. He is personally known to me and did not take an oath.

_____

Notary Public

Commission No.: _____

Approved as to legal form:

By: _____
Name: **Anthony A. Garganese**, City Attorney

Signed, sealed and delivered in the presence of:

VILLAS OF COCOA VILLAGE, a Florida limited liability company

By: _____
Managing Member

Print name: _____

Witness 1

_____
Print Name of Witness 1

Date:_____

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021 by _____, a Florida resident, as managing member of the Villas of Cocoa Village, LLC. He is ___ personally known to me or ___produced the following identification _____ and did not take an oath.

_____
Notary Public

Commission No.: _____

EXHIBIT A

(Legal Description for the Property)

EXHIBIT B

(Conceptual Development Plans)

EXHIBIT C

(Schedule of Major Performance Obligations)

Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. The Schedule assumes an Effective Date of _____.

Time for Performance	Action	Paragraph Reference
	File with City complete site plan and preliminary plat application - VC	
	Final site plan and preliminary plat approval deadline - VC	
Prior to final plat approval	Formation of property association - VC	
	Substantially commence construction of all utility and infrastructure improvements - VC	
	Obtain all development permits to construct VC	
	Substantially commence vertical construction of _____- VC	
	Final certificate of occupancy for the model townhouse unit- VC	
No sooner than final site plan and preliminary plat approval, but before construction commences	Conveyance Notice to City requesting conveyance of Property - VC	
Sixty (60) days from the date the Agency receives the Conveyance Notice(s), but before construction commences	Closing – VC & City	

BASS FLETCHER & ASSOCIATES, INC.
REAL ESTATE APPRAISERS and CONSULTANTS

Richard W. Bass, MAI
State-Certified General Real Estate Appraiser RZ348
RikBass@comcast.net

Robert J. Fletcher, MAI/AICP/CCIM
State-Certified General Real Estate Appraiser RZ2463
BFletch651@hotmail.com

Stephen A. Garcia
State-Certified Commercial Real Estate Appraiser RZ5620
StephenAGarcia@comcast.net

Susan M. Fletcher
State-Certified General Real Estate Appraiser RZ3223
SMFletcher@verizon.net

Tracy T. Shinkarow
State-Certified Residential Real Estate Appraiser RD7632
TTShink@gmail.com

HIGHEST AND BEST USE ANALYSIS

COCOA REDEVELOPMENT SITE
915 FLORIDA AVENUE
COCOA, FL 32922

FOR
MR. STOCKTON WHITTEN, CITY MANAGER
CITY OF COCOA
65 STONE STREET
COCOA, FL 32922

DATE OF REPORT
MARCH 15, 2021

FILE # 21-110

BASS FLETCHER & ASSOCIATES, INC.
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March 15, 2021

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

RE: An Analysis Report
Cocoa Redevelopment Property
915 Florida Avenue
Cocoa, FL 32922

Dear Mr. Whitten:

As requested, we have conducted an investigation of the subject property. Through this process we have gathered necessary data, and made certain analyses in order to develop an opinion of the highest and best use for this property. We have also developed preliminary economic analysis of several possible development scenarios.

The subject property consists of roughly 4.932 Acres (214,838 SF) of land. The land is located along the south side of Rosa L. Jones Drive and the west side of Florida Avenue, in the downtown area of the City of Cocoa, Brevard County. This is the site of the former Oaks Mobile Home Park. The site is now vacant and has been largely cleared of improvements.

The main part of the property is within the Core Commercial (CC) zoning, district of the City of Cocoa and the Mixed Use future land use district. It is also within the Cocoa Waterfront Overlay District.

This report sets forth the identification of the subject property, assumptions and limiting conditions, pertinent facts and the reasoning leading to the conclusions. Should you have any questions, please do not hesitate to contact me.

Sincerely yours,



Robert Fletcher, MAI, CCIM, AICP
State-Certified General Real Estate Appraiser RZ2463

SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS



PROPERTY TYPE:	Urban Land
PROPERTY IDENTIFICATION:	24-36-33-00-00755 0-0000.00 and 24-36-33-80-00023 0-0000.00
LOCATION:	The southern side of Rosa L. Jones Road, west of Florida Avenue and east of US Highway 1, City of Cocoa, Brevard County, FL.
OWNER:	City of Cocoa
DATE OF REPORT:	March 15, 2021
LAND SIZE:	4.932 Acres Total; 4.32 Acres Effective
IMPROVEMENTS:	Minor site improvements in poor condition; none contributing.
ZONING:	Core Commercial (CC)
FUTURE LAND USE:	Mixed Use (Cocoa Waterfront Overlay District)
HIGHEST AND BEST USE:	MFR Development

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ADDENDA .....

Certificate of Appraisal
General Assumptions and Limiting Conditions
Demographics
Cost Estimation Documents
Planning Documents
Appraisers Qualifications

REPORT PROCESS

CLIENT, PURPOSE, USE AND USERS OF REPORT

The client of this analysis is the City of Cocoa. The purpose of this assignment is to render an opinion of the highest and best use of the subject property as of the current date, subject to the assumptions and limiting conditions contained herein. The intended use of this analysis is for internal business purposes of the client. The intended users are the City of Cocoa, and its representatives, employees, agents and advisors in this matter.

SCOPE OF THE ASSIGNMENT

This section sets forth the description of the problem, the amount and type of research undertaken and its application to answer the real estate questions. The scope of work must be appropriate to both the nature of the problem and the intended use of the analysis.

Subject Market Area

The subject's market area is an urban city center district, sometimes called the Cocoa Waterfront District. This is a historic district of higher intensity development along the Indian Riverfront, including a mixture of commercial and residential uses, bounded by major roadways.

The immediate area of the subject fits this pattern, with a mixture of older residential and industrial uses to the north, high intensity commercial uses along US Highway 1 to the west, and older residential uses to the east and south. The immediate area of the subject is a mixture of residential, commercial and institutional uses.

This area has been undergoing a steady process of renovation and redevelopment. The subject is typical of this process.

Prices within the subject market have been increasing slowly but steadily for several years. Properties within this market area are primarily competitive with one another for sales and rentals. Competition from outside the waterfront district is limited.

Scope of Research

The scope of this assignment includes research and analysis of market information over the past few years in order to prepare an estimate of marketable uses for the subject. We analyzed current and historical market conditions in the subject market, and other factors affecting the subject, in order to determine the use and marketability of the subject.

The subject is regular in shape, vacant, essentially cleared and is level, dry ground without unusable areas. There is a "panhandle" area in the southwest which includes

frontage of US Highway 1. This frontage, however, is inadequate for access. The Rosa L. Jones and Florida Avenue frontages are available for access. There are adequate central water and sewage services available in the adjacent rights of way. Electrical service, internet service and similar utilities are likewise available without unusual obstacles.

The subject is zoned primarily for high intensity urban development. The site is divided between two zoning districts. The majority of the site (4.32 AC) is within the City of Cocoa and zoned for Core Commercial (CC) use. The remainder (0.61 AC) is within the City of Rockledge and zoned for Redevelopment Mixed Use (RMU).

More significantly, the main part of the site is within the Cocoa Waterfront Overlay District. This district is intended to facilitate an orderly redevelopment of the waterfront area, with compatibility between the various sub districts. The subject is within the South End (SE) sub district. The regulations for that district outline, essentially, the range of legally permissible uses and building types for the subject.

A wide range of potential uses exists, including residential, retail commercial, office, industrial and hospitality, as well as mixed uses which meet the legal criteria. We have investigated the markets for each of these uses to which, if any, are financially viable.

Market research regarding this property focused on activity and prices within the immediate subject market, with consideration also of the larger market area. Particular attention was paid to development properties with the same zoning districts and market potential as the subject. We also examined sales of similar urban sites in other urban areas which are not directly competitive with the subject. We examined the most recent sales as well as some current listings. Emphasis was placed on properties with similar market appeal and those directly competitive with the subject.

Data were gathered from various sources, including the Brevard County public records, active real estate professionals and local participants in the market. Various public and private sources were used to find and confirm data on sales, market conditions and the market appeal of the subject property. Final value conclusions were drawn after a thorough analysis and reconciliation of the available data.

PROPERTY RIGHTS APPRAISED

The property rights being appraised consist of the fee simple estate. We assume no responsibility for matters of a legal nature affecting the property appraised or its title; nor does the appraiser render any opinion as to the title, which is assumed to be good and marketable.

DEFINITIONS

Highest and Best Use is defined as follows:

> *"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value. The four criteria the highest*

and best use must meet and legal permissibility, physical possibility, financial feasibility and maximum productivity. [1]

PROPERTY INSPECTION

The subject was inspected on March 9, 2021 and previous dates by Robert Fletcher. No one accompanied the appraiser on the inspection.

PROPERTY LOCATION AND AREA

The subject is located in the core area of the City of Cocoa. It is on the south side of Rosa L. Jones Drive and west of Florida Avenue and east of US Highway 1. The address is 915 Florida Avenue.

PROPERTY OWNER NAME AND ADDRESS

According to the public records of Brevard County, Florida, the owner of the subject property is:

City of Cocoa
65 Stone Street
Cocoa, FL 32922

ZONING DESIGNATION

The subject is zoned primarily for high intensity urban development. The site is divided between two zoning districts. The majority of the site (4.32 AC) is within the City of Cocoa and zoned for Core Commercial (CC) use. The remainder (0.61 AC) is within the City of Rockledge and zoned for Redevelopment Mixed Use (RMU).

FUTURE LAND USE DESIGNATION

The main part of the subject is entirely within the Mixed Use future land use district. This designation is intended for a wide range of urban style development. This district is consistent with both of the existing zoning designations.

More significantly, the main part of the site is within the Cocoa Waterfront Overlay District. This district is intended to facilitate an orderly redevelopment of the waterfront area, with compatibility between the various sub districts. The subject is within the South End (SE) sub district.

It should be noted that land use regulations, including zoning and comprehensive plan regulations, frequently change. Although the information summarized in this report is deemed reliable, no warranty for its accuracy is implied.

[1] The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute,2002.

FLOOD ZONE

According to flood hazard maps compiled by the Federal Emergency Management Agency, the subject is entirely within the “X” flood district. The “X” district is not a flood zone and requires specialized construction features.

HISTORY OF SUBJECT

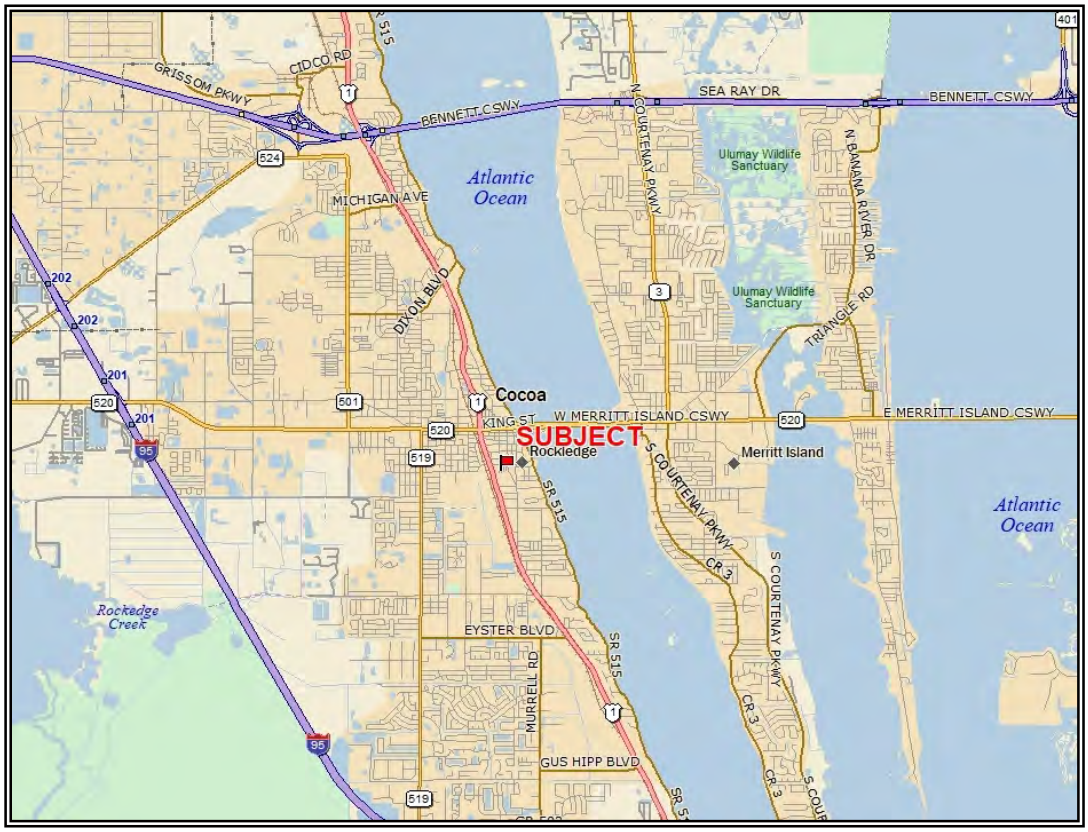
The most recent transfer of the subject took place on February 25, 2016. This was a sale from Winona Holdings LLC to the City of Cocoa for a reported $800,000. This was an arm’s length sale which was not compelled by public action, and was reflective of market values at that time.

The site was subsequently cleared of most improvements, primarily a roughly 80 unit trailer park.

The subject is not currently listed for sale or under any contract known to the writer.

SITE DESCRIPTION

Location:	The subject is located along the south side of Rosa L. Parks Drive, about 200 feet east of US Highway 1 in the Cocoa Village area of the City of Cocoa. The address is 1 Shelby Drive.
Area & Shape:	The subject contains approximately 214,838 SF (4.932 Acres). The site is irregular in shape.
Access:	The property has roughly 420 feet of frontage along Rosa L. Jones Drive. There is about 400 feet of frontage along Florida Avenue. There is current access to all of these frontages. The access is adequate for development.
Drainage:	There are no wetlands or similar unusable areas. There is no on-site retention. Stormwater would have to be retained on site.
Utilities:	Central water and sewage services are available in the adjacent rights of way. Electrical power and telephone service are available to the property.
Easements and Encroachments:	There are no other significant easements or encroachments on the subject known to the appraiser.

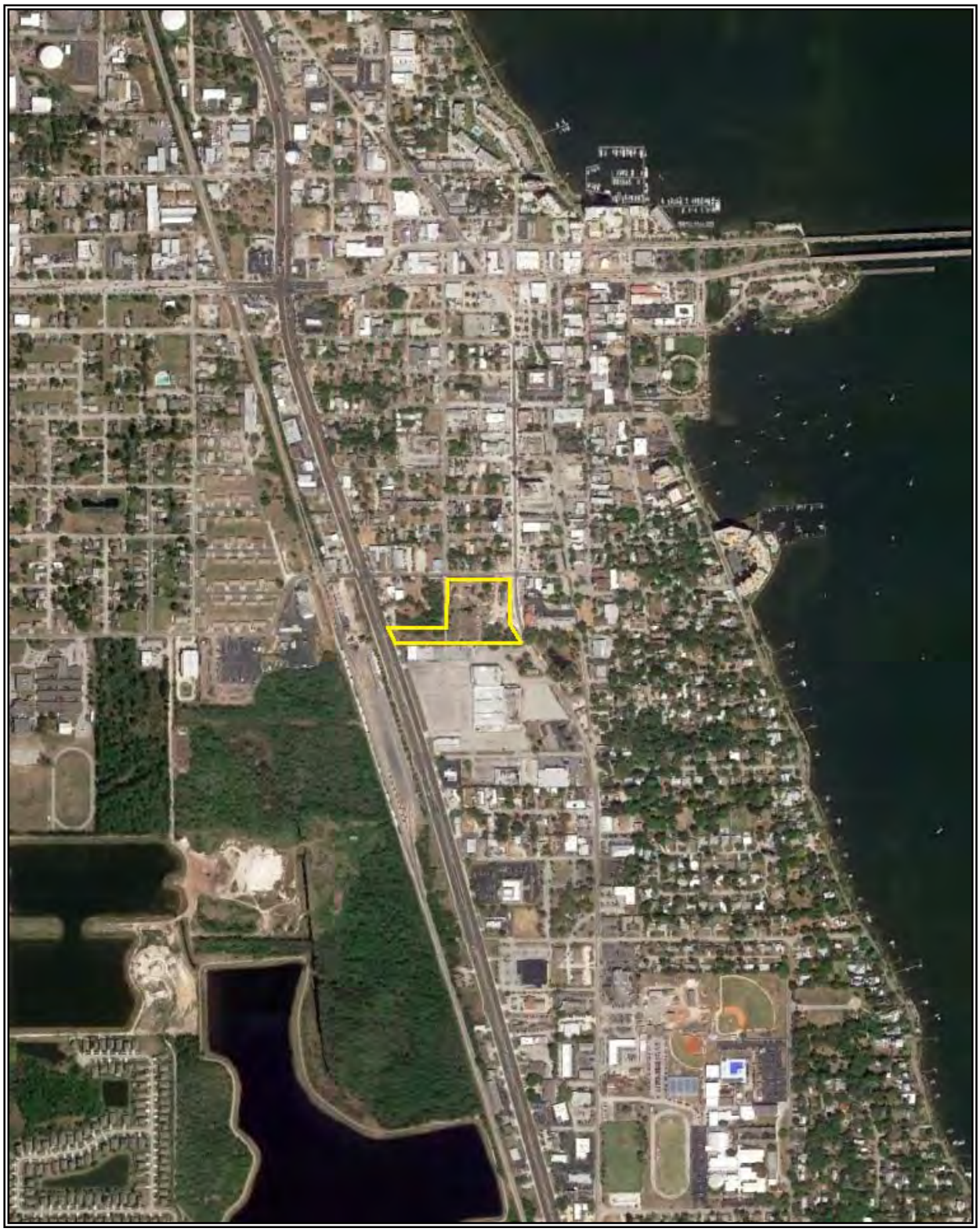


Subject Location Map



Subject Location Map

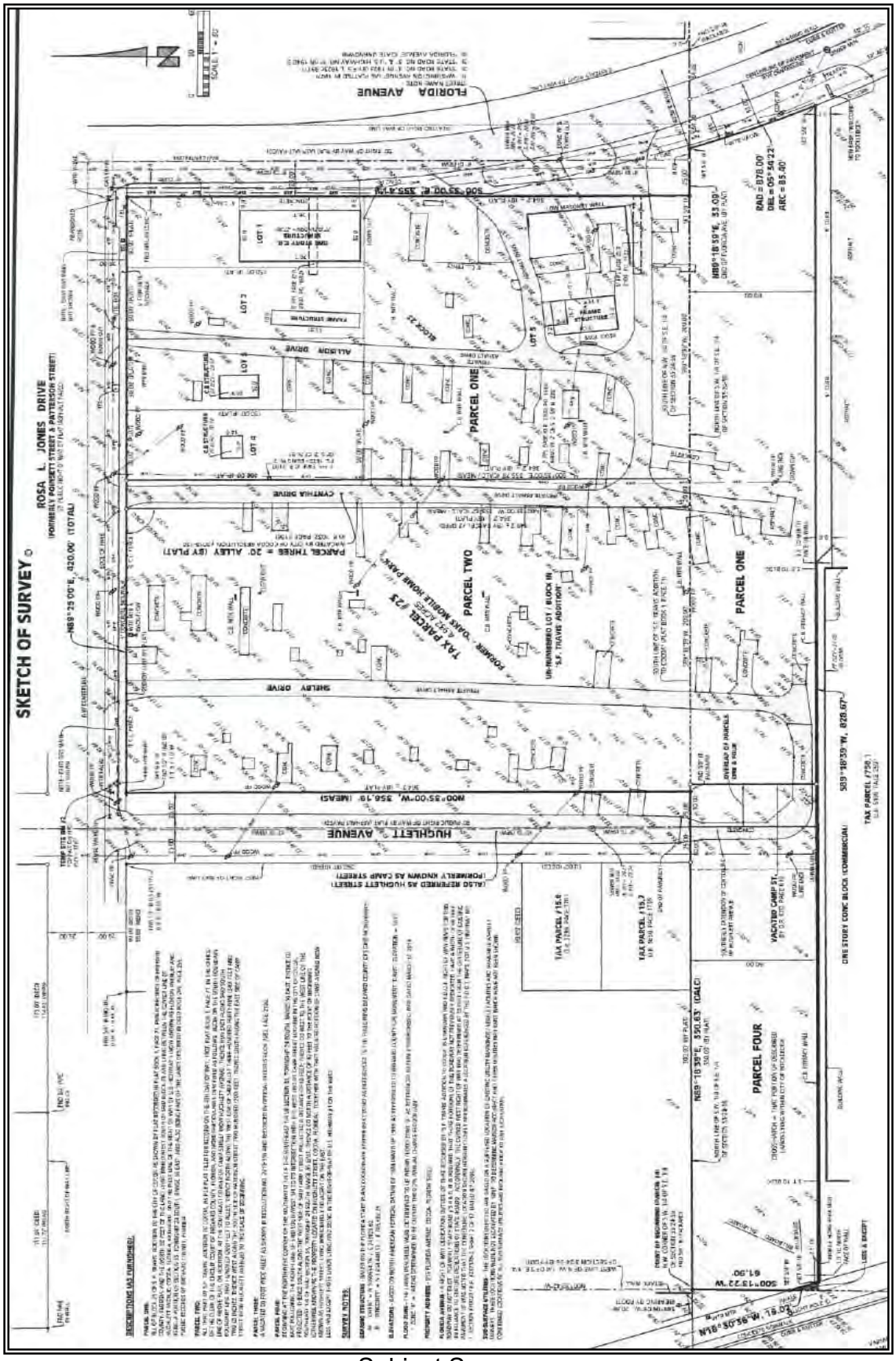
SUBJECT PHOTOGRAPHS



Aerial View of the Subject



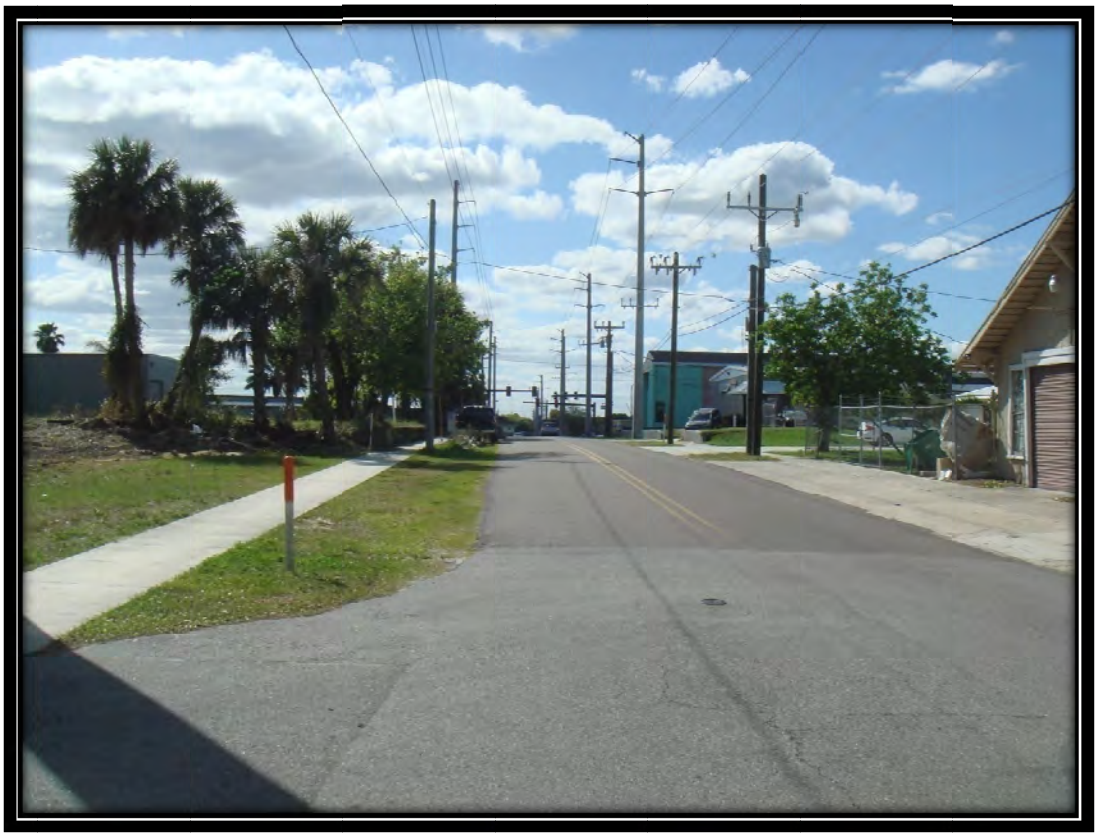
Aerial View of the Subject



Subject Survey



View of Subject from Rosa L. Jones Drive



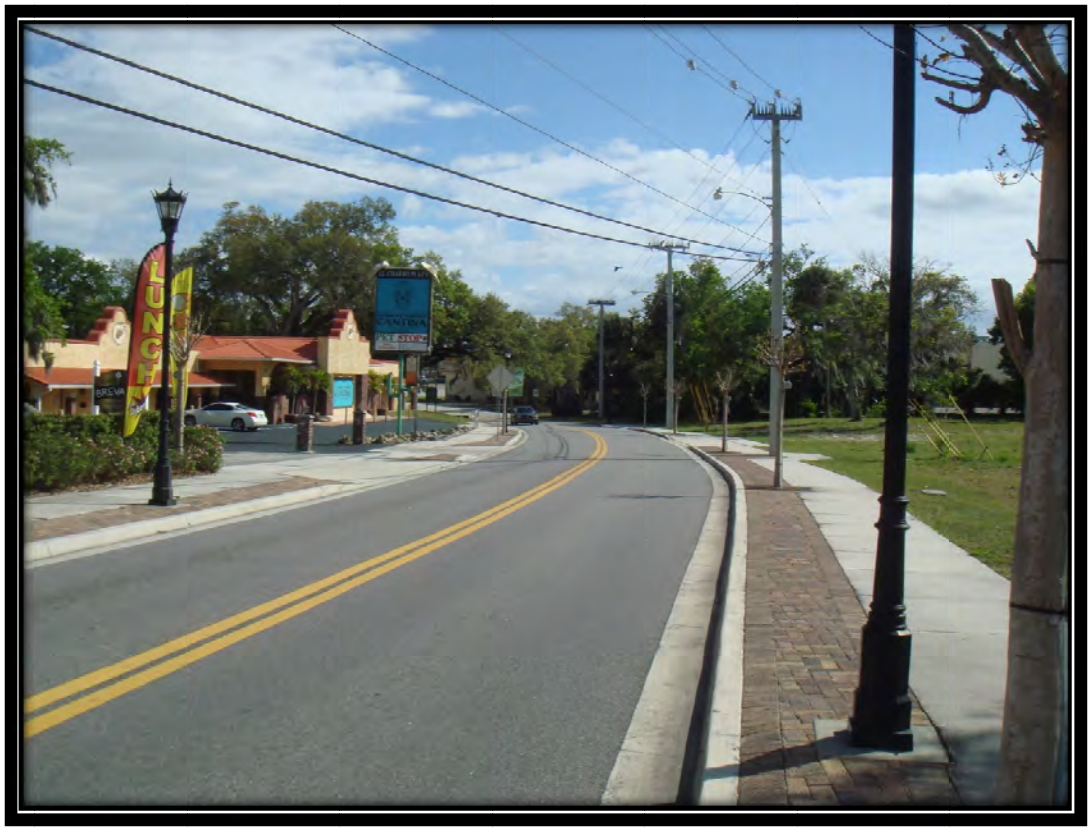
Westerly View of Rosa L. Jones Drive with the Subject on the Left



Internal View of the Subject



Internal View of the Subject



Southerly View of Florida Avenue with the Subject on the Right



Southerly View of the Subject from Rosa L. Jones Drive



Nearby Residential Construction Site



Mixed Use Property in Village District



City Offices, Four Blocks from the Subject



Retail Property in Village District



Entrance to Waterfront Park



Easterly View of Indian River from the Waterfront Park



Internal View of Park



Retail Property in Village District

HIGHEST AND BEST USE

Highest and Best Use is defined by the Appraisal Institute in, The Appraisal of Real Estate as follows:

> *The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.*[2]

Implied in this definition is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals, as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, green belts, preservation, conservation, wildlife habitats and the like.

TESTS OF HIGHEST AND BEST USE

In analyzing the Highest and Best Use of the subject property, a number of physically possible uses are considered. These physically possible uses are then analyzed in light of the highest and best use tests of legality, financial feasibility and maximal productivity of the property.

The tests of highest and best use are normally applied to a property both as if vacant and ready for development and as currently improved. The subject is essentially vacant, with only minor site improvements in place. We have only considered the property as if vacant.

Highest and Best Use "As Vacant"

Physically Possible

Size and Shape

The subject site contains approximately 4.932 Acres (214,838 SF). All of this area is usable uplands. The subject is irregular in shape. It includes a largely rectangular "main" parcel, which corresponds with the area used for the former Oaks Mobile Home Park, as well as tax ID number 24-36-33-80-23. This parcel contains about 4.32 acres (188,179 SF and is located entirely within the jurisdiction of the City of Cocoa. The balance of the site, the "panhandle" area, contains about 0.61 acres (26,659 SF). This corresponds with tax ID number 24-36-33-00-755 and is located entirely within the jurisdiction of the City of Rockledge. This part of the subject includes about 20 feet of frontage along US Highway 1, west of the subject. The subject is large enough to support the types of uses permitted within the current zoning districts.

2 The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, 2013.

Usability

The entire subject is usable upland areas. There is no obvious surface or subsurface (soil) conditions which would prove a significant obstacle to development. There is no known environmental contamination of the subject.

Access

The subject has about 420 linear feet of frontage along Rosa L. Jones Drive, immediately north of the site. There are three existing access points to this road. There is also about 460 feet of frontage along Florida Avenue, to the east. There are two existing access points to this roadway. Both of these roads are secondary commercial roadways and, taken together, this access is adequate for a wide range of development, including any use plausible for the property.

The frontage along US Highway 1 has no existing access point or historic connection to the road. This frontage is not long enough to justify petition for a new access. This is not a potential access point for the subject.

Utilities

The water and sewer service provider for this market area is the City of Cocoa. The subject has historically been connected to these services. There are existing lines located in the adjacent major rights of way, with adequate capacity to serve any plausible subject development.

Garbage and reclaimed water services are also available to the subject, through the City of Cocoa utilities department.

Electrical service is available from the Florida Power and Light Company.

Internet and other data services are available from a variety of private companies.

There are no significant obstacles to subject development in utility services.

Conclusion

The subject can physically support a wide variety of uses.

Legally Permissible

The subject is divided between two governmental jurisdictions. The main body of the site is within the City of Cocoa. The panhandle area is with the City of Rockledge. Divided jurisdiction corresponds to divided zoning regulations and can complicate development. Unification of the property under a single jurisdiction would be difficult. It would not improve the development potential in any obvious way. It is not anticipated for the subject.

Divided jurisdiction should not be a significant development problem for the subject. The City of Rockledge area corresponds to the panhandle, which has limited development potential because it is physically narrow (approx. 80 feet wide). It is not usable for access. Any development, however, would be required to include stormwater retention on site. This panhandle area is the most likely location for the required retention.

The panhandle area is within the Redevelopment Mixed Use (RMU) district of the City of Rockledge. It is also with the RMU future land use district. These districts allow a wide range of uses, consistent with a range of commercial or higher intensity residential uses, though not limited to these.

Most of the subject site is within the City of Cocoa. It is entirely within the Core Commercial (CC) zoning district. This district is intended to correspond to the area redevelopment plan, and to include a wide range of permissible uses at low to medium intensity, including commercial, office and professional uses.

The subject is also within the Mixed Use future land use district. This district allows a wide range of uses at a high intensity, including residential uses at up to 25 units per acre, commercial, industrial, hospitality, office and institutional uses. This district is consistent with about ten zoning districts, including the CC district and several other central city, commercial and professional districts and with mixed uses.

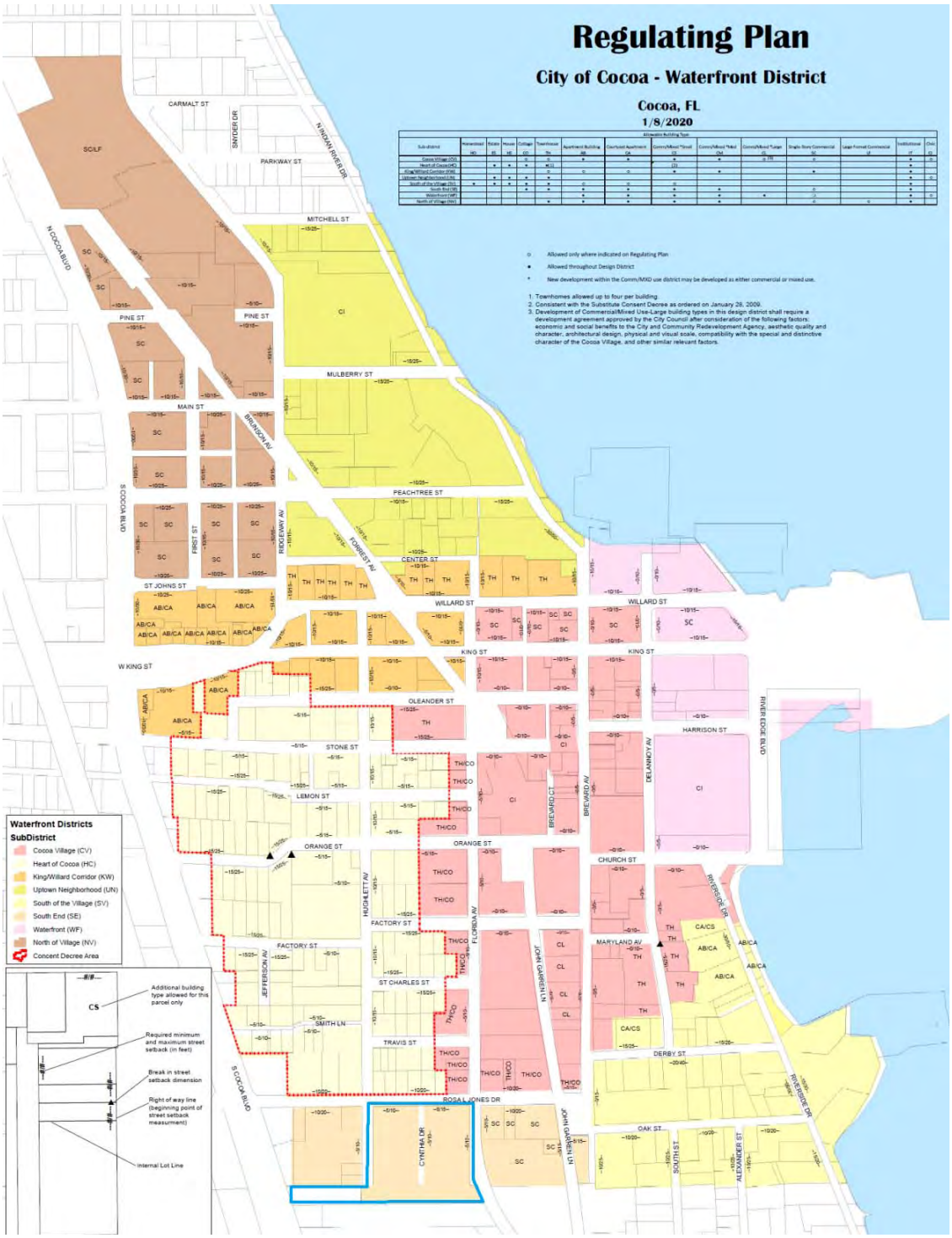
Finally, the main part of the subject is within the Cocoa Waterfront Overlay District. This is the most significant of the several classifications applicable to the subject. This district was adopted by the City of Cocoa in 2008 specifically to assist in the implementation of the Cocoa Waterfront Master Plan. The district regulations have been amended several times, most recently in 2020. A copy of the Overlay District regulations is included in the addenda of this report.

The subject is within a sub-district of the Waterfront Overlay designated South End. This sub district includes only the subject and a handful of smaller parcels to the immediate east and west. The reader is referred to the following map.

The overlay district document lays out a range of permitted uses for the properties within the South End sub district. These include Multi-Family dwellings, professional offices, medical and dental clinics, financial institutions, cultural centers, hotels, professional services, repair services and some retail uses. A variety of other uses are allowed as special exceptions, including a wider range of retail uses. Industrial uses are not permitted.

The legally permissible uses of the subject include residential uses (up to 25 units per acre), offices (professional, medical or financial), institutional uses, hotels, and a restricted list of commercial sales and services.

There is also a limitation on the allowable building types for this district. These include a range of residential building types; Cottages, Townhomes, Apartments Buildings and Courtyard Apartments. Also included are commercial and mixed uses of small or medium size and institutional uses. Excluded are low density residential use and large scale commercial uses. The reader is referred to the addenda for details of each of these requirements.



Cocoa Waterfront Overlay District Map

It is possible that the subject could be rezoned to facilitate development to the requirements of a wide range of development possibilities. However, the current designation of the subject has been in place for roughly 12 years, through multiple updates and opportunities to expand the range of potential uses. It is reasonable to assume that any development of the subject would have to be consistent with the existing regulations.

Financially Feasible

For a project to be financially feasible, it has to provide a positive rate of return for an investor. Investors look to the marketplace to determine the likely investment return of any given property and the riskiness of the investment. These are functions of a property's location, whether it meets a market need, its site utility and a number of other factors.

The legally permissible uses of the subject include a wide range of uses. We have investigated the existing or potential market for each of these uses. We will consider each of them in turn.

Residential Use

The subject has previously been used residentially. The previous use was a rental mobile home park, which would not be permitted under current regulations. However, this previous use demonstrates market acceptance of residential use at a high density.

The subject district includes a variety of housing types in close proximity to the subject. These include adjacent single family uses, a neighborhood of single family uses to the south and east and multiple family uses along the waterfront (multi-story condominium towers). Probably most notable, there is a new 18 unit townhome development (The Villas of Cocoa Village) under construction immediately northeast of the subject.

In the wider market area there are other examples of new residential development. These include rental apartments (Rockledge Flats) and multiple developments including both single family and townhome uses. The apparent acceptance of these developments by the market indicates that residential development is a financially feasible use for the subject.

Office Uses

The Cocoa Village district is primarily a mixture of retail and institutional uses. There are also office buildings and accessory office uses. Most development is small scale.

The uses which exist are mostly either older purpose-built offices or relatively small spaces in mixed use buildings adapted for office use. Several are branch bank offices, which are difficult to adapt for other office uses. With the exception

of local government structures, there are no recently constructed office spaces in the subject district.

The spaces which do exist evidence a high vacancy and generally low rental rates. Area brokers we spoke to characterize a weak market for office space in the subject district. Examples of listings in the subject district range between about $12/SF and $15/SF on a net basis, too low for new development to be feasible.

The absence of any large office-based employers in the subject district or nearby is indicative of a lack of basic demand. For professional uses, this includes bank and law offices. For medical uses, this includes hospitals or any associated medical campuses. This does not appear to be a financially feasible use for the subject.

Cultural / Institutional Uses

These uses, almost by definition, are non-market oriented and typically established on a non-profit basis. They are a secondary use; a response to basic demand generated elsewhere for museums, theatres and similar community serving uses.

The Cocoa Village district, though modest in scale and resident population, is an attractor of visitor activity from both the surrounding community and the wider market. It is a destination tourist and retail district. It is also a symbolic center for the City of Cocoa and a historic commercial center for Brevard County generally. These are criteria consistent with a demand for institutional and cultural uses. Further, there is actual evidence for such demand, including the existing historical center, the Cocoa Village Playhouse and government structures.

Such uses, however, are typically located in areas of high visibility, or at least strategic placement for their particular mission. Although the subject site is close to the Cocoa Village district, it is neither centrally placed nor particularly high visibility. This is a possible use for the subject, but this use is neither highly likely nor is it typically an economic use.

Hotels

There are no existing hotels in the Central Cocoa area, including the Cocoa Village district. The subject district is seemingly well placed for such a use, as a central district with both government uses and consistent tourist traffic. The size and location of the subject is suitable for a new hotel use.

However, hotel uses typically rely on demand from an extended area. The western areas of the City of Cocoa are generally low income and a source for little demand. Commercial uses along US Highway 1 are similarly in fair to poor condition, with high vacancy. Many of the existing uses are marginal or only locally serving. Finally, there is strong competition for hotel uses from areas of

Merritt Island and Cocoa Beach to the east of the City of Cocoa. These beach-oriented facilities are stronger contenders for base demand. Visitors to Cocoa Village are usually destination oriented. Their visits, however, are typically short term and rarely extend over multiple days.

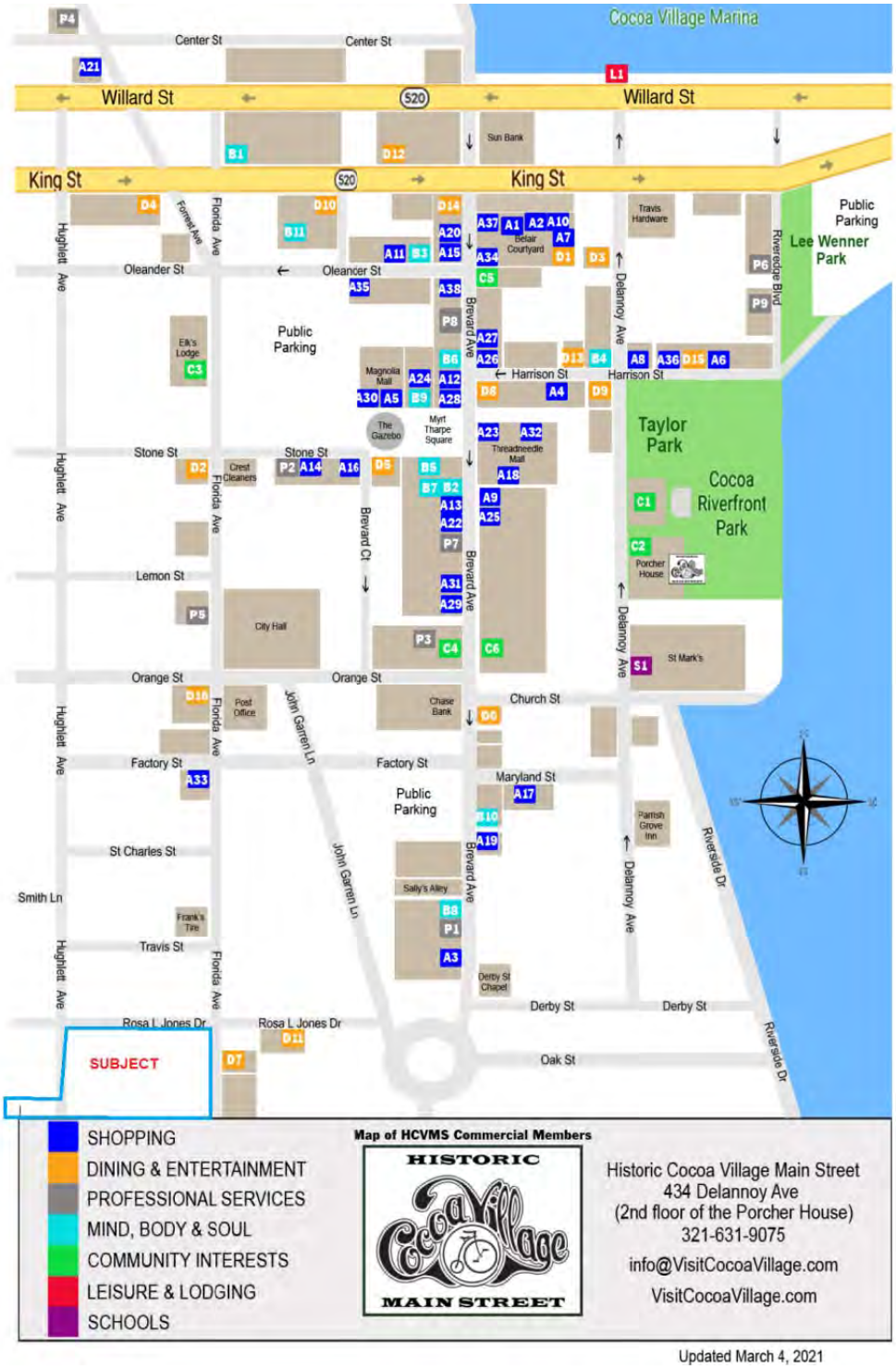
Absent increased demand for the use, development of a new hotel use would not be financially feasible.

Services / Retail Commercial

The subject is located within the Cocoa Village district. This district is oriented toward small retail uses, with a wide variety of retail sales and service shops. There are about 160 separate establishments in the district. These are heavily weighted toward local, small scale retailing establishments, craft and artist studios and entertainment businesses, including many restaurants and bars. The Cocoa Village district is unique in Brevard County and attracts a large number of visitors of a wide variety, including a mixture of local customers and out of market visitors.

The success of Cocoa Village as a commercial enterprise has increased the demand for suitable real estate in the district and immediately adjacent areas. These buildings are typically older structures which were originally constructed for retail commercial, residential or industrial uses and later converted. Many are two story structures, though it is noteworthy that street level space is much more strongly demanded than second story space.

The district is centered along Brevard Street, though includes several adjacent streets. It includes a large public park along the Indian River and some related public and semi-public structures and spaces as well. The reader is referred to the following map for the general layout of the Cocoa Village district, and the proximity of the subject.



The subject is located in the southwest corner of the map, outlined in blue. The subject is three blocks from the core shopping area. This distance is modest, but there are many existing properties in the intervening space which are more suitable for expansion of the district.

Vacancy in retail spaces in the district is generally low. Vacancies exist at the edges of the district, particularly in buildings that are larger or less suitable for retail conversion. The asking rental rates for the vacancies which do exist are

mostly in the range of $12/SF to $16/SF, which is not high enough to support new construction. Higher rates are paid for areas near the waterfront and the core of the retail district.

Without a significant increase in the demand for new retail uses, or a reduction in the availability of superior properties, development of the subject for retail commercial sales and services is not financially feasible.

Mixed Use

Mixed use should not be characterized as a different type of use. It is a mixture of two or more other uses within the same property or project. Regardless of how they are mixed, the uses must themselves be financially feasible individually if they are to be feasible within a mixed context.

Conclusion

Among the legally permissible uses, few pass the test of financial feasibility. Demand is clear only for residential uses. Limited demand for new retail uses is detectable in the market, but not clearly feasible. The demand for new offices or service uses is even weaker, supported by neither pricing nor fundamental demand. Industrial or workshop demand in the district is slightly better, but this use is not permissible for the subject.

Residential uses include a variety of use types. Potential uses include single family development and multiple family developments of several types. In any form, development may either be intended for either a sales market (owner occupancy) or a rental market. In the following section, we have described major aspects of the residential market for the subject and compared some alternative uses in order to estimate which would be the maximally productive use of the subject.

Maximally Productive

Among the financially feasible uses which would likely provide the highest rate of return is the highest and best use.

Population

The population of the subject district has a limited permanent population. Census data suggests a population of 1,375 people within a ten minute walk (this includes the entire Village district) of the subject. These residents reside primarily in older single family residences or large, multi-story condominium residences along the Indian River. These same census sources suggest a slowly growing population in the subject district, about 1% per year over the coming five years.

Income

Reported income in the subject district is also modest. Median annual household income in the immediate area of the subject is $57,756. This income is sufficient to support new residential development, albeit only modestly priced "entry" level.

DEVELOPMENT SCENARIOS

The subject property contains just less than five acres. It has good access to adjacent roadways and to nearby US Highway 1. It lacks a major view amenity, such as the Indian River, which would attract high density and high value construction.

Single family development is not permitted for the subject, under the regulations of the Cocoa Waterfront Overlay District. New single family development would also likely encounter market resistance due to the close proximity of industrial development.

Multi-family dwellings are a permitted use. These may take the form of townhomes, apartments or mixed use buildings, all of which are more clearly defined in the overlay district (addenda). The maximum density is 25 units per acre, a maximum of 108 units.

We have analyzed two different multi-family development scenarios. These include a townhome development scenario, suitable for sale and owner occupancy and rental project scenario. Each of these is laid out in detail following, with references to market support for the estimated sales prices.

Townhome Scenario – Sale for Owner Occupancy

Based on the layouts and unit sizes for other successful townhome developments in the Brevard County area, we estimate the most market acceptable townhome would be a multiple story building with two floors of living area above a ground level garage. This layout would be similar to that of the nearby Villas of Cocoa Village development. To meet market standards, the development would include a perimeter wall and gated security, as well as a modest community center (office, fitness center, pool, etc.).

Construction cost estimates are based on the Marshall Valuation Service cost estimating guide for "Average" quality townhomes. Briefly, this is construction characterized by concrete block construction with moderate exterior detailing (brick or stucco), asphalt shingle roves and limited trim work, mixed carpet and tile interior flooring, standard plumbing fixtures, ground floor garages and standard insulation and A/C systems. This has also been held constant in these scenarios.

Unit Size and Development Density

Competitive townhome developments in the market area are limited. We have examined three in detail for examples of the range of acceptable unit sizes and overall development density. Summarized as follows.

Development Name	Unit Count	Total Area	Density
Villas of Cocoa Village	18 Units	1.04 Acres	17.30/AC
Lake Washington Townhomes	276 Units	38.47 Acres	7.17/AC
Riverwalk of Melbourne	151 Units	14.43 Acres	10.54/AC

The nearest and most similar development, Villas of Cocoa Village, has the highest effective density. This is attributable to the absence of stormwater retention or common area amenities. The other developments, with densities about half as great, include substantial retention areas, green spaces and shared amenities.

For the subject, we estimate a project with a similar density to Villas would be practical, but with some areas reserved for a shared office, swimming pool and other modest amenities. We estimate an overall density of 15 units per effective acre, indicating a total count of 65 units.

Development Name	Unit Count	Range of Sizes (Living Area)	Average Unit Size
Villas of Cocoa Village	18 Units	1,220 SF – 2,158 SF	1,689 SF
Lake Washington Townhomes	276 Units	1,467 SF – 1,776 SF	1,690 SF
Riverwalk of Melbourne	151 Units	1,532 SF – 1,864 SF	1,698 SF

The range of unit sizes vary somewhat, with the Villas development having the widest range. The average, however, is remarkably consistent. We estimate the most efficient plan for the subject would include a range of unit sizes between about 1,250 SF and 2,000 SF, with an average of 1,690 SF. These units would (on average) include a two car garage and about 250 SF of patio areas and other non-living areas.

Project Units

65 Units x 1,690 SF = 109,850 SF Living Space
65 Units x 500 SF = 32,500 SF garages and non-living areas
1 x 2,500 SF Common Area Offices / Clubhouse

Construction Costs

Living Space:	109,850 SF x $74.00/SF =	$8,128,900
Non Living Space:	32,500 SF x $24.00/SF =	$ 780,000
Clubhouse	2,500 SF x $98.00/SF =	$ 245,000
Architecture	Est $10,000/Unit Total =	$ 650,000
Impact Fees	Est. $6,000/Unit Total =	$ 390,000
Site Work and Infrastructure: 65 x $10,000 =		$ 750,000
Total Costs		**$10,943,900**
Plus: Ent Incentive / Required Profit @ 10% =		$1,094,390
Total Costs		**$12,040,000 ®**

These total costs are exclusive of land cost.

Revenues

We examined the same three competing developments for recent sales of physically and economically similar townhome units. Following are a representative sample of sales.

Unit	Sale Date	Sale Price	Unit Size	Price / SF
V of CV, Parrish Unit	Listing	$268,900	1,463 SF	$183.80
V of CV, Playhouse Unit	Listing	$314,900	2,075 SF	$151.76
LW, 2525 #101	1/8/2021	$220,000	1,692 SF	$130.02
LW, 2775 #105	2/16/2021	$197,000	1,467 SF	$134.29
LW, 2585 #102	2/11/2021	$205,000	1,755 SF	$116.81
RM, 1480 #105	7/7/2020	$290,000	1,532 SF	$189.30
RM, 1480 #106	8/10/2020	$300,000	1,864 SF	$160.94
RM, 1470 #106	8/10/2020	$293,700	1,698 SF	$173.97
Average		**$261,188**	**1,693 SF**	**$154.28**

V of CV = Villas of Cocoa Village
LW = Lake Washington
RM = Riverwalk of Melbourne

The comparables within Villas Cocoa are all pending, as the project remains under construction. Typically, new projects are priced with little room for adjustment. These listings are taken as reliable indicators of value. The comparables within Lake Washington are several years old (built 2014) and with one car garages, generally inferior to the subject projection. These are inferior indicators. The comparables within Riverwalk Melbourne are new construction and physically similar to the subject projection. Though the most distant, we estimate pricing to be consistent between the two markets. These are also taken as good direct comparables for the subject. They also lack the nearby attractor of Cocoa Village.

Based on this data, we estimate the market value for the subject units would be a bit above the average here, a rate of $165/SF. The average unit price, therefore, would be equal to 1,690 SF times $165/SF = $278,850. Rounded to $280,000.

As a final step, we calculated a discounted sellout scenario for these units. The sellout assumes the units would be all completed at the date of value, and then sold to a variety of buyers. The sellout would take place over a period of roughly 18 months, with expenses for brokerage, advertising and misc. holding costs. We have assumed contracts taken during construction, about 50% of the total, would close during the first period. We estimate the applicable discount rate to be 12%, reflective of both finance costs and a relatively low risk development.

Indicated Land Value

The subject land value is equal to the market value of the completed project, less the total costs to construct. For this option, that is summarized as follows.

As Complete Value	$14,100,000
Less: Total Construction Cost	$12,040,000
Residual Value	**$2,060,000**

Discounted Sellout - 915 Florida Avenue

Periods from DOV	4	Month	1	4	7	10	13	16	19	Total
Date			3/15/2021	6/15/2021	9/15/2021	12/15/2021	3/15/2022	6/15/2022	9/15/2022	
Unit Absorption			32	6	5	6	5	6	5	65
Sold to Date			32	38	43	49	54	60	65	
Remaining			33	27	22	16	11	5	0	
SF Unit Sales			$ 8,960,000	$ 1,680,000	$ 1,400,000	$ 1,680,000	$ 1,400,000	$ 1,680,000	$ 1,400,000	$ 18,200,000
Sales and Carrying Expenses										
Marketing	.5% of Sales		$ 44,800	$ 8,400	$ 7,000	$ 8,400	$ 7,000	$ 8,400	$ 7,000	
Sales Commissions	6% of Sales		$ 537,600	$ 100,800	$ 84,000	$ 100,800	$ 84,000	$ 100,800	$ 84,000	
Real Estate Taxes	1.00% of Value		$ 92,400	$ 75,600	$ 61,600	$ 44,800	$ 30,800	$ 14,000	$ -	
Total Expenses			$ 674,800	$ 184,800	$ 152,600	$ 154,000	$ 121,800	$ 123,200	$ 91,000	$ 1,502,200
Net Profit			$ 8,285,200	$ 1,495,200	$ 1,247,400	$ 1,526,000	$ 1,278,200	$ 1,556,800	$ 1,309,000	$ 16,697,800
Discount Rate w/o E.I.	12%									
PV of Cash Flow			$ 8,043,883	$ 1,328,466	$ 1,014,250	$ 1,135,487	$ 870,392	$ 970,146	$ 746,504	$ 14,109,130
PV of Sales			**$ 14,109,130**							
PV of Sales, Rounded			**$ 14,100,000**							
PV of Average Unit			**$ 216,923**							

Rental Scenario

Another potential use of the subject would be development as a rental property, designed to maximize income generation over the long term. While any residential development can be used as a rental property, the most efficient rental project is one with many small units and limited, low cost common areas.

Based on the layouts and unit sizes for other successful apartment developments, in the Brevard County area and similar markets, we estimate a marketable rental apartment would be a three story garden style complex with surface parking. The development would include a perimeter wall and gated security, as well as a modest community center (office, fitness center, etc.). The zoning of the subject allows a maximum unit count of 108 units. However, based on the most efficient development for similar garden apartments, we estimate a density of 20 units per acre would be the maximum to be expected, a total of 86 units.

Construction cost estimates are based on the Marshall Valuation Service cost estimating guide for "Average" quality garden-style apartments. Briefly, this is construction characterized by concrete block construction with moderate exterior detailing (brick or stucco), asphalt shingle roves and limited trim work, mixed carpet and tile interior flooring, standard plumbing fixtures and standard insulation and A/C systems.

86 Units x 1,000 SF = 86,000 SF Living Space
1 x 2,500 SF Common Area Office / Clubhouse

Construction Costs

Living Space:	86,000 SF x $73.56/SF =	$6,326,160
Appliances:	86 Units x $3,000	$ 258,000
Clubhouse	2,500 SF x $98.00/SF =	$ 245,000
Architecture	Est $7,500/Unit Total =	$ 645,000
Impact Fees	Est. $6,000/Unit Total =	$ 516,000
Surface Parking	100 Spaces x $1,500 =	$ 150,000
Site Work and Infrastructure: 86 x $10,000 =		$ 860,000
Total Costs		**$9,000,160**
Ent. Incent / Profit @ 10%	=	$ 900,000
Total Costs		**$9,900,000 ®**

Leaseup Costs

The subject would be vacant at sale and require an extended holding period before full leaseup was achieved. This process would require active marketing and either payment of leasing commissions or the employment of a full-time leasing staff during that time. We estimate leaseup will take roughly 18 months and excess cost equal to roughly 5% of the construction costs, $495,000

The total cost to construct the described rental project and bring it to full occupancy totals $10,395,000. Rounded to $10,400,000. This is exclusive of any financing costs.

Rental Revenues

According to housing survey data, which is included in the addenda, the average monthly rental rate for the subject district is approximately $685 per month. This is inclusive, however, of clusters of smaller, older units in the industrial areas immediately north of the subject. New construction of good quality would certainly command higher rental rates. We estimate a monthly rent for the average (1,000 SF) unit of $1,200 per month. This rate is based on rental rates for similar spaces, both in the Cocoa Village district and in similar developments in other urban areas of Brevard County. These are summarized below.

Location	Unit Size	Monthly Rent	Rate per SF / Month
630 Brevard Ave.	600 SF	$975	$1.63/SF
1372 Hampton Park Ln	1,110 SF	$1,375	$1.24/SF
Woodhaven Apts. #51	930 SF	$1,322	$1.42/SF
Rockledge Flats Apts #B1	1,079 SF	$1,505	$1.39/SF
Fountain Villas #201	1,191 SF	$1,480	$1.24/SF
Cascade Apts #102	1,358 SF	$1,710	$1.26/SF

The Brevard Avenue apt is near the subject, but a much older building with small units, an unusual arrangement for new construction and unlikely for the subject. This is included as a supporting indication of rates only.

The Rockledge and Woodhaven apartments are both new construction which would be directly competitive with the subject. These are the best direct comparables.

Based on the foregoing, we estimate an average market rental rate for the subject units of $1.40/SF per month, an average of $1,400 per month.

The potential gross income for this property would be 86 units times $1,400 per month times 12 months, a total of $1,444,800 per year.

We estimate a stabilized market vacancy of roughly 5%. This is consistent with market rates for similar rental projects, both in the Cocoa / Rockledge area and the wider market area. It's worth noting that a significant rental project in the subject district would be a break from current housing patterns, and might be accepted more slowly than similar projects elsewhere. This rate indicates a vacancy and collection loss of $72,240 and an effective gross income of $1,372,560 per year.

A typical expense ratio for such a project is 45% of gross income. This is inclusive of management, taxes, insurance, maintenance, utilities and replacement reserves. For this project, that would total $617,652 per year and indicate a net profit of $754,908.

Potential Gross Income	**$1,444,800**
Effective Gross Income	**$1,372,560**
Less: Expenses @45% of EGI	$617,652
Equals: Net Operating Income	**$754,908**

The current investment market for multi-family rental projects like that imagined here is very strong, with historically low investment capitalization rates. Fully leased, we estimate an applicable cap rate for this project would be 6.5%. Dividing this rate by the estimated net income produces an indication of the residual land value under this scenario, as follows.

Est. Annual Net Profit	$754,908
Divided by – Investment Cap Rate	÷ .060
Equals: Est. As Is Value, Improved	**$12,600,000 ®**

Subtracted from this would be the total construction and leaseup cost, previously estimated at $10,400,000

Stabilized Value	$12,600,000
Less: Total Construction Cost	$10,400,000
Residual Value	**$2,200,000**

In our opinion, a residential rental project for the subject property would be a financially feasible development option.

Conclusions

We have completed residual land analyses for three separate sellout scenarios and one rental scenario. These findings are summarized in the following table.

Scenario	Residual Value
Townhome Development (65 Units)	$2,060,000
Rental Apartments (86 Units)	$2,200,000

Land residual is a measure of land value “left over” after all the other costs of development are accounted for. The rental development scenario is the highest and best use for the subject by this measure. However, the two are close enough together that either might be the more practical with a more detailed analysis.

The preceding analysis is preliminary. However, the costs, sales prices, rental rates and other important variables are drawn from the same market sources, so large variances between the scenarios seem unlikely.

Test of Reasonableness

As a test of the reasonableness of the above conclusion, we have compared the subject also to recent sales of land for multifamily development. We have located two directly comparables sales, summarized as follows:

Sale	Effective Price	Date	Unit Count	Price / Unit
Villas of Cocoa	$615,000	2/21/2019	18	$34,167
Brookview	$885,600	12/20/2019	29	$30,538

Neither of these sales is directly comparable to the subject without consideration of adjustments or other important differences. Nonetheless, these rates are similar to the residual values calculated above. These sales reinforce our confidence in that analysis.

HIGHEST AND BEST USE CONCLUSION

Development of the subject with a new multi-family development project would be the highest and best use of the subject.

ADDENDUM

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have analyzed this property previously, in 2017.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined conclusion that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.

My analyses, opinions and conclusions were developed, and have been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of the Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of the Professional Appraisal Practice of the Appraisal Institute.

The use of this analysis is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I have made a personal inspection of the subject property.

No one has provided significant professional assistance to the person(s) signing this report.

As of the date of this analysis, the undersigned has completed the continuing education program of the Appraisal Institute.



Robert Fletcher, MAI/AICP/CCIM
State-Certified General Real Estate Appraiser RZ2463

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

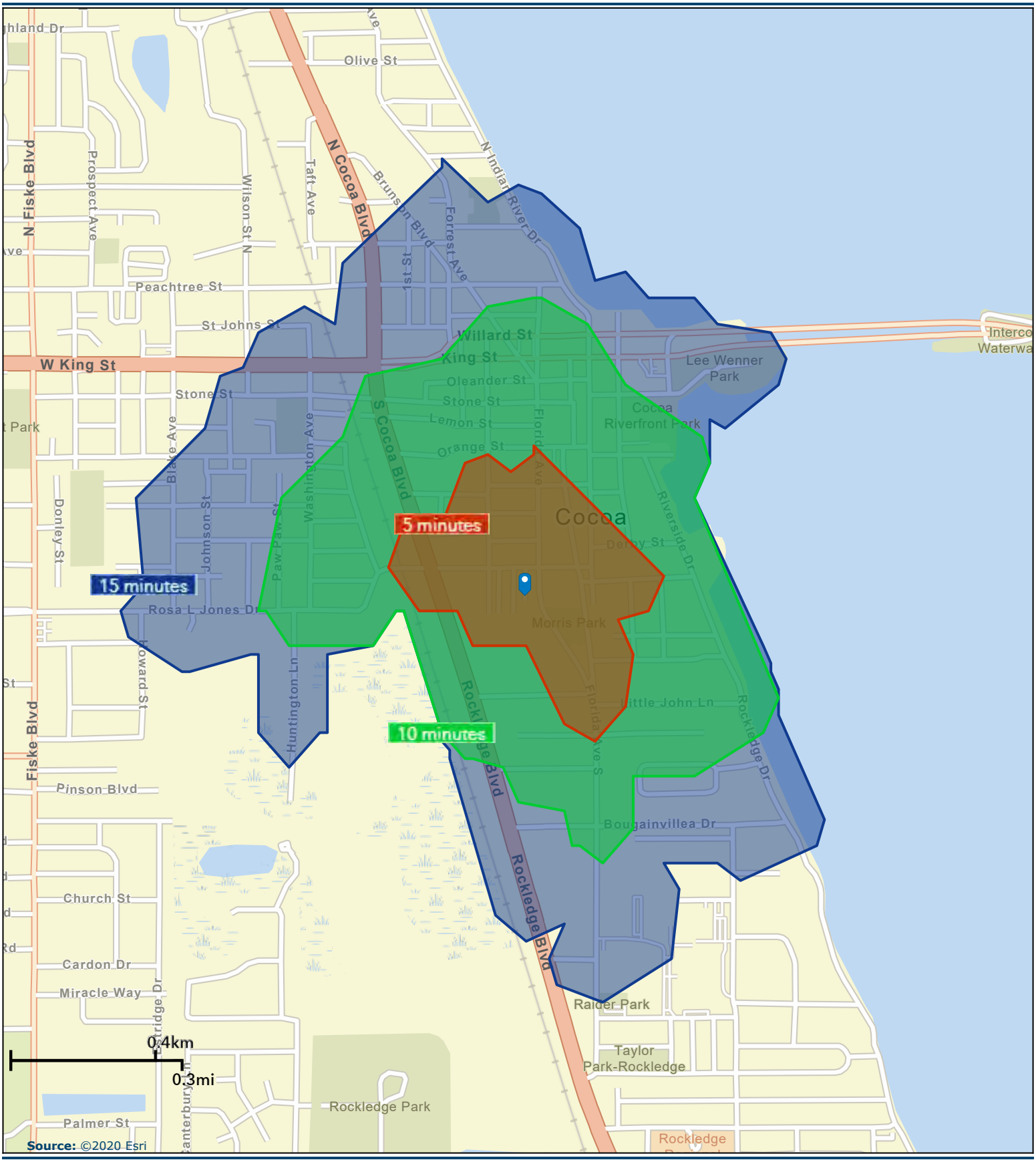
The following General Assumptions and Limiting Conditions apply to this Valuation Assignment:

1. As real estate analysts and appraisers, no responsibility is assumed for the legal description or for matters including legal or title considerations. As we are not attorneys, any interpretations and opinions rendered are not legal opinions. Title to the property is assumed to be good and marketable unless otherwise stated.
2. Unless otherwise set forth in our opinion of value, the property is appraised free and clear of any or all liens or encumbrances.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. It is assumed that there are no hidden or unapparent conditions of the property, subsurface, surface, or structures, that render it more or less valuable. No responsibility is assumed for such conditions or arranging for engineering studies that may be required to discover any defects. We are not trained as home inspectors or building inspectors.
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal.
8. Possession of a printed report or a copy thereof does not carry with it the right of publication or duplication. It may not be used or relied upon for any purpose by any individual, group, governmental entity or corporation other than the identified intended user(s) as set forth within the report.
9. The appraiser herein by reason of rendering an opinion of value is not required to give further consultation, testimony or be in attendance in any court with reference to the property in question unless such arrangements are in the original engagement agreement or separately agreed to by both parties to said agreement. Should a third party call upon the appraiser for testimony, either expert testimony or fact testimony, as a result of the valuation assignment, the client is responsible for the appraisers' professional fees and direct expenses.
10. Neither all nor any part of the contents of the appraisal, expressed either orally or in writing (especially any opinion as to value), the identity of the appraiser or the firm with which the appraiser is connected shall be disseminated to the public through advertising, public relations, news, sales materials, or other media without the prior written consent and approval of the client and the appraiser.
11. The opinion of the appraiser is in no way contingent upon the reporting of a predetermined direction in value or specified value.
12. Date of value to which conclusions and opinions expressed in this report apply, is set forth in the report. Further, the dollar amount of the value opinion herein rendered is based upon the purchasing power of the U. S. dollar existing on that date.
13. Appraiser assumes no responsibility for economic or physical factors which may affect the opinion of the appraiser occurring at some date after the date of the letter transmitting this report.
14. The American with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that such a survey, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
15. Appraiser reserves the right to make adjustments to the valuation of the subject property, as may be required by consideration of additional reliable data that may or may not have been discovered at the time of the appraisal or which becomes available after the date of value.
16. The opinion of value represents the best opinion of the analysts as to the value of the interests considered and upon which said value is based.

17. The appraiser has no past, present or contemplated future undisclosed interest in the subject property or parties to the valuation assignment.
18. Personal inspection was made of the subject property and comparables relied upon in this valuation assignment.
19. Unless otherwise stated, no one assisted the appraiser(s) in the analysis, conclusions, and opinions concerning real estate valued.
20. All furnishings and equipment, unless specifically indicated, have been disregarded by the appraiser. Only the real estate has been considered.
21. If no survey of the subject property is provided to the appraiser, it is assumed the legal description and/or current plat obtained from the public records closely delineates said property.
22. Physical condition of any improvements located above grade or below grade on the subject property is based on visual inspection. No responsibility or liability is assumed for non-readily observable features or for the soundness of structural members or below grade features.
23. Certain data used in compiling the requested opinion of value will be furnished by the client or others. Such data is assumed to be reliable and is verified when practical. No representations are herein provided as to correctness or accuracy of such third party data.
24. A diligent effort to verify each comparable sale data was made. However, if personal contact is not possible, public records will be relied upon for verification. Further, it is recognized that in the confirmation process there exists the potential for misinformation, misleading information and fraudulent information being provided to the appraiser. Should such misinformation, in any form, be provided to the appraiser, no responsibility or liability is assumed by the appraiser.
25. Any photographs which may be a part of the valuation assignment are intended to reflect the general character of the area, the subject and/or comparable data. Said photographs are for illustrative purposes only.
26. Any maps or other graphic devices are intended to be illustrative and general in character and location. The subject property and any comparable properties are best identified by official Appraisers Parcel Number issued by the applicable Office of the County Property Appraiser.
27. Payment of the appraisal fee and any direct expenses as set forth in the engagement agreement constitutes the level of exposure of the appraiser individually or appraisal firm. It is mutually agreed that nonpayment of the professional fee(s) and/or applicable direct expenses as set forth in the engagement agreement may result in the filing of a lien upon the subject property to secure payment of said fees and costs as well as any other applicable remedies at law.
28. If a written report is provided as part of the valuation assignment and used to support an oral opinion of value, said report is conditioned as a preliminary report only and subject to change, as well as any relevant interpretation or reinterpretation of the applicability of any provision of the Uniform Standards of Professional Appraisal Practice, as may be amended form time to time.
29. Particularly applicable to any assignment which has the potential to result in litigation, any such written appraisal report is done to support said oral testimony only and can only be relied upon as supporting said testimony.
30. During the research and analysis process of the valuation assignment, additional “specific” assumptions and/or limiting conditions may be appropriate for the opinion value sought. If so, they will be set forth separately to specifically identify same.
31. Confidentiality of the appraiser/client relationship is controlled by Florida State Statutes and applicable implementing Rules, as well as those of professional membership in the Appraisal Institute. The appraiser may not divulge confidential data to third parties without consent of the client (customer). Our understanding of applicable laws and rules of the State of Florida is that they are more restrictive than those of the Gramm-Leach-Bliley Act of 1999.
32. All maps, graphics and charts are intended to be illustrative only.

DEMOGRAPHICS

Custom Map



March 13, 2021

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Demographic and Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 5 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

Summary	Census 2010	2020	2025
Population	241	254	262
Households	132	138	142
Families	61	62	64
Average Household Size	1.83	1.84	1.85
Owner Occupied Housing Units	72	75	81
Renter Occupied Housing Units	60	63	61
Median Age	55.5	59.6	63.5

Trends: 2020-2025 Annual Rate	Area	State	National
Population	0.62%	1.33%	0.72%
Households	0.57%	1.27%	0.72%
Families	0.64%	1.23%	0.64%
Owner HHs	1.55%	1.22%	0.72%
Median Household Income	2.26%	1.51%	1.60%

	2020		2025	
Households by Income	Number	Percent	Number	Percent
<$15,000	18	13.0%	16	11.3%
$15,000 - $24,999	12	8.7%	11	7.7%
$25,000 - $34,999	8	5.8%	7	4.9%
$35,000 - $49,999	13	9.4%	12	8.5%
$50,000 - $74,999	21	15.2%	21	14.8%
$75,000 - $99,999	16	11.6%	16	11.3%
$100,000 - $149,999	24	17.4%	25	17.6%
$150,000 - $199,999	9	6.5%	11	7.7%
$200,000+	18	13.0%	22	15.5%
Median Household Income	$71,023		$79,416	
Average Household Income	$105,781		$120,337	
Per Capita Income	$58,118		$66,098	

	Census 2010		2020		2025	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	8	3.3%	8	3.1%	8	3.1%
5 - 9	5	2.1%	8	3.1%	8	3.1%
10 - 14	6	2.5%	6	2.3%	8	3.1%
15 - 19	7	2.9%	6	2.3%	5	1.9%
20 - 24	11	4.6%	7	2.7%	6	2.3%
25 - 34	22	9.2%	28	10.9%	21	8.0%
35 - 44	18	7.5%	18	7.0%	25	9.5%
45 - 54	41	17.1%	23	9.0%	18	6.9%
55 - 64	44	18.3%	49	19.1%	40	15.3%
65 - 74	48	20.0%	58	22.7%	49	18.7%
75 - 84	21	8.8%	34	13.3%	58	22.1%
85+	9	3.8%	11	4.3%	16	6.1%

	Census 2010		2020		2025	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent
White Alone	191	79.3%	195	76.8%	197	74.9%
Black Alone	38	15.8%	44	17.3%	48	18.3%
American Indian Alone	2	0.8%	2	0.8%	2	0.8%
Asian Alone	3	1.2%	4	1.6%	5	1.9%
Pacific Islander Alone	1	0.4%	1	0.4%	1	0.4%
Some Other Race Alone	3	1.2%	4	1.6%	5	1.9%
Two or More Races	3	1.2%	4	1.6%	5	1.9%
Hispanic Origin (Any Race)	13	5.4%	19	7.5%	26	9.9%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

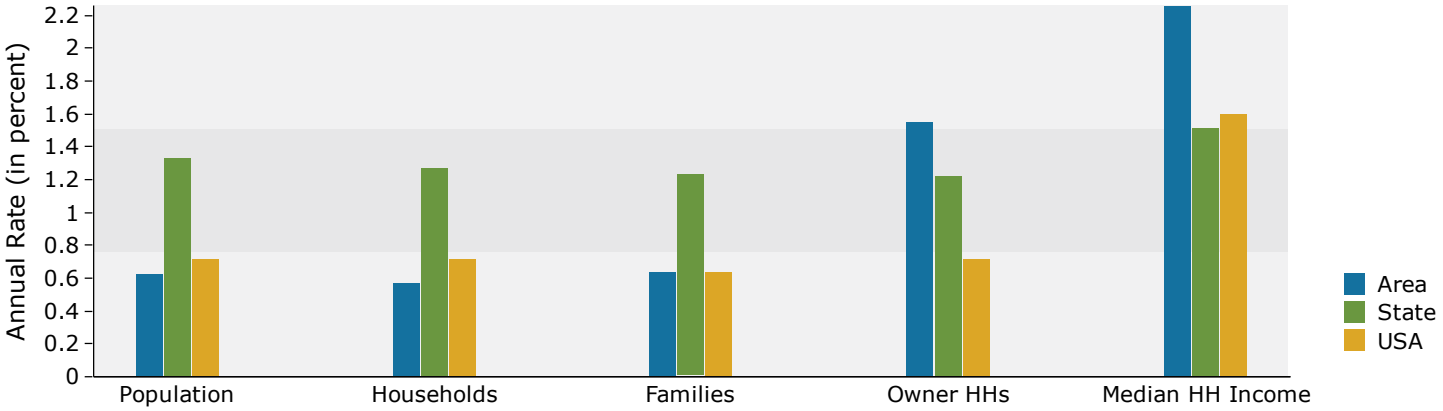
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Demographic and Income Profile

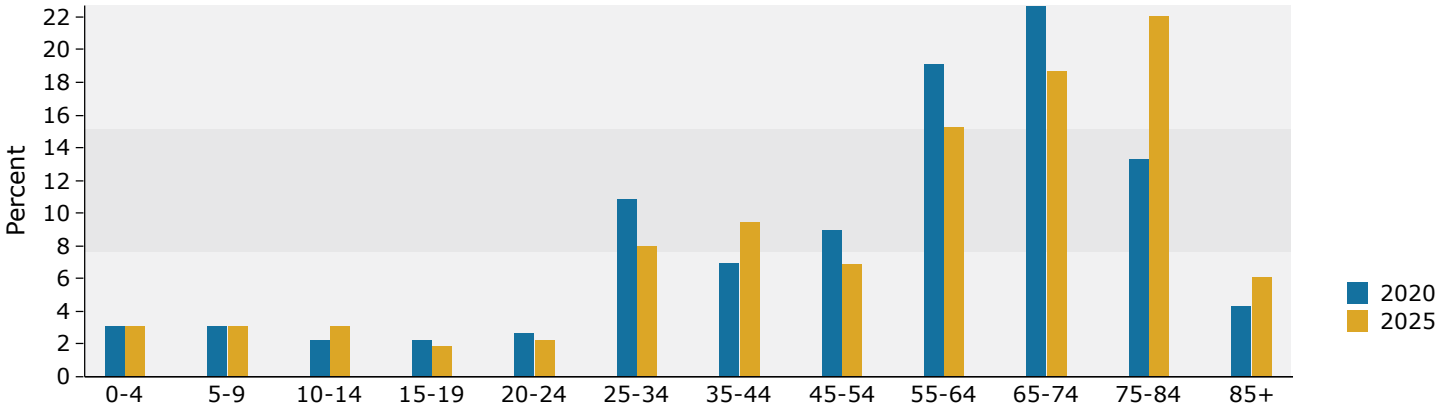
Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 5 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

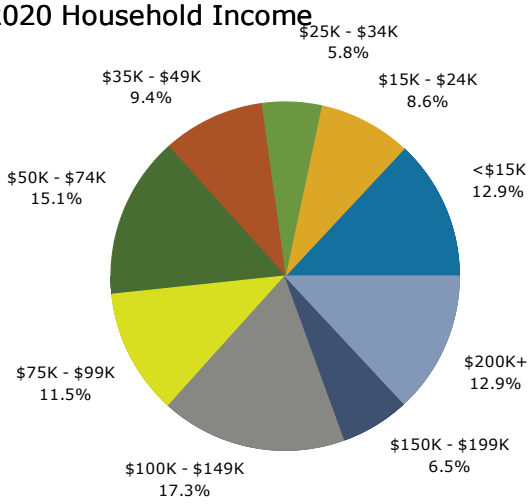
Trends 2020-2025



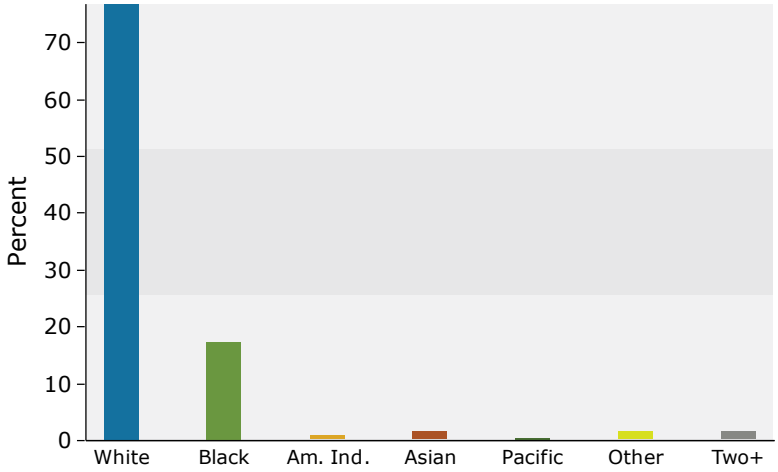
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin:7.5%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

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Demographic and Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 10 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

Summary	Census 2010	2020	2025
Population	1,276	1,375	1,428
Households	592	628	648
Families	299	311	319
Average Household Size	2.16	2.19	2.20
Owner Occupied Housing Units	322	336	354
Renter Occupied Housing Units	270	292	294
Median Age	50.5	53.7	54.6

Trends: 2020-2025 Annual Rate	Area	State	National
Population	0.76%	1.33%	0.72%
Households	0.63%	1.27%	0.72%
Families	0.51%	1.23%	0.64%
Owner HHs	1.05%	1.22%	0.72%
Median Household Income	1.19%	1.51%	1.60%

	2020		2025	
Households by Income	Number	Percent	Number	Percent
<$15,000	112	17.8%	107	16.5%
$15,000 - $24,999	54	8.6%	52	8.0%
$25,000 - $34,999	42	6.7%	43	6.6%
$35,000 - $49,999	73	11.6%	76	11.7%
$50,000 - $74,999	85	13.5%	87	13.4%
$75,000 - $99,999	69	11.0%	72	11.1%
$100,000 - $149,999	81	12.9%	85	13.1%
$150,000 - $199,999	33	5.3%	38	5.9%
$200,000+	79	12.6%	89	13.7%
Median Household Income	$57,756		$61,265	
Average Household Income	$96,242		$105,273	
Per Capita Income	$45,269		$49,326	

	Census 2010		2020		2025	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	69	5.4%	69	5.0%	75	5.3%
5 - 9	56	4.4%	67	4.9%	69	4.8%
10 - 14	55	4.3%	57	4.1%	66	4.6%
15 - 19	62	4.9%	54	3.9%	54	3.8%
20 - 24	62	4.9%	68	4.9%	64	4.5%
25 - 34	118	9.2%	140	10.2%	148	10.4%
35 - 44	108	8.5%	111	8.1%	129	9.0%
45 - 54	221	17.3%	146	10.6%	113	7.9%
55 - 64	212	16.6%	241	17.5%	215	15.1%
65 - 74	174	13.6%	242	17.6%	231	16.2%
75 - 84	97	7.6%	126	9.2%	197	13.8%
85+	44	3.4%	55	4.0%	66	4.6%

	Census 2010		2020		2025	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent
White Alone	868	68.0%	894	65.0%	904	63.3%
Black Alone	335	26.2%	383	27.8%	409	28.6%
American Indian Alone	7	0.5%	8	0.6%	8	0.6%
Asian Alone	22	1.7%	29	2.1%	33	2.3%
Pacific Islander Alone	2	0.2%	2	0.1%	2	0.1%
Some Other Race Alone	17	1.3%	24	1.7%	30	2.1%
Two or More Races	26	2.0%	36	2.6%	42	2.9%
Hispanic Origin (Any Race)	73	5.7%	112	8.1%	140	9.8%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

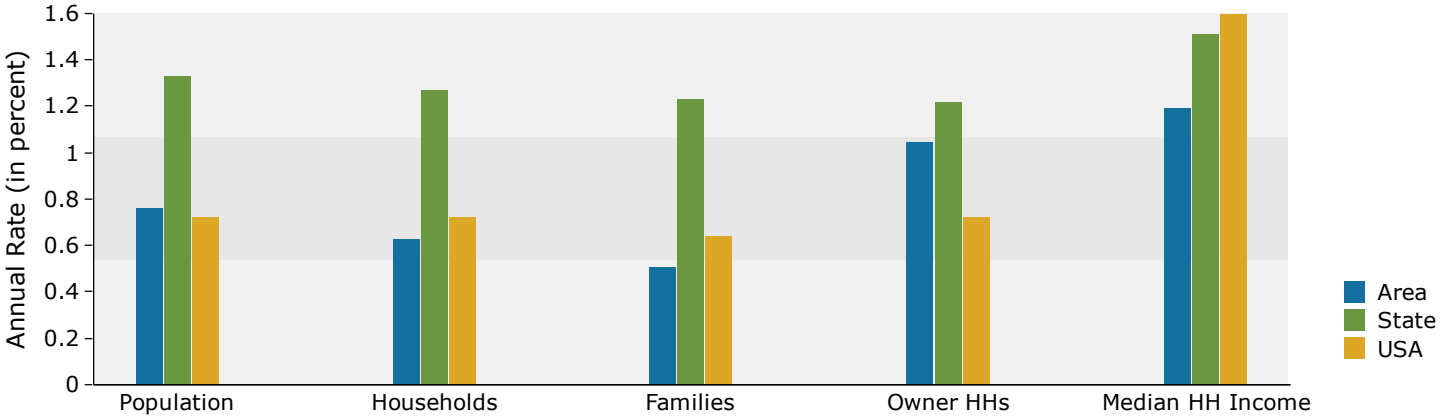
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Demographic and Income Profile

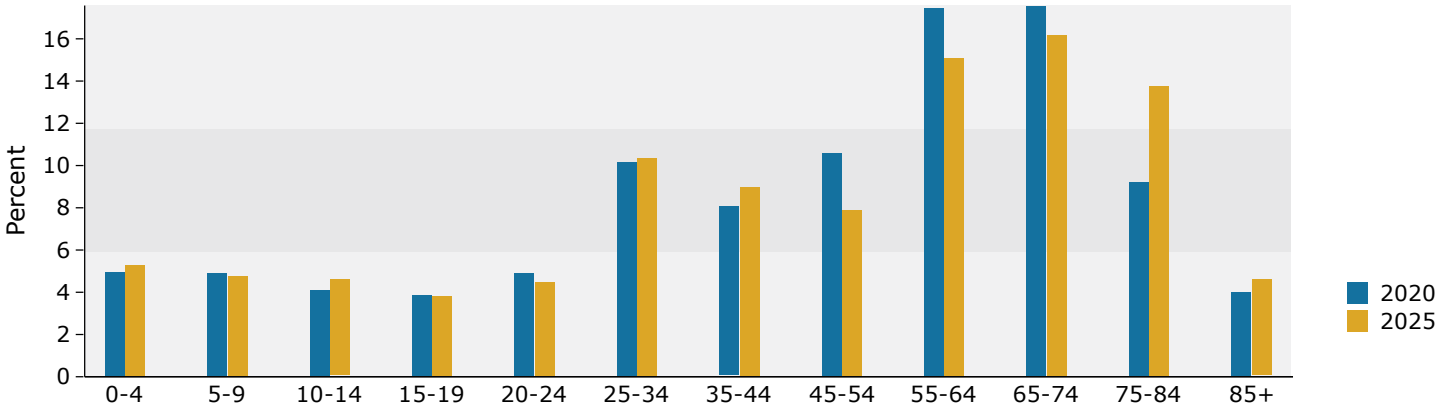
Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 10 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

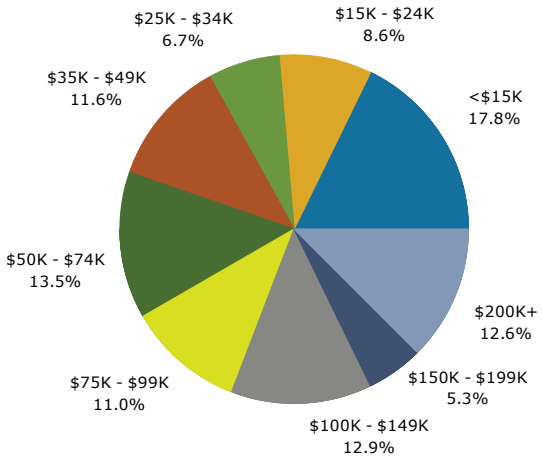
Trends 2020-2025



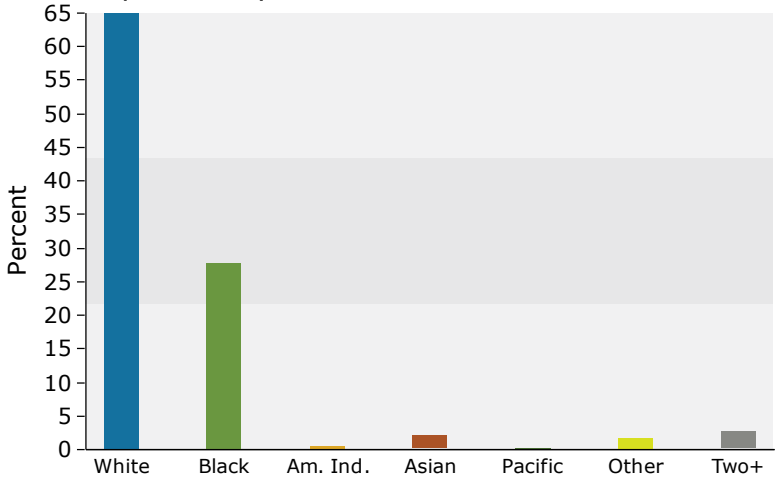
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin:8.1%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

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Demographic and Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 15 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

Summary	Census 2010	2020	2025
Population	2,270	2,461	2,564
Households	1,075	1,147	1,187
Families	544	570	587
Average Household Size	2.11	2.14	2.16
Owner Occupied Housing Units	550	577	609
Renter Occupied Housing Units	525	570	578
Median Age	49.1	51.8	51.2

Trends: 2020-2025 Annual Rate	Area	State	National
Population	0.82%	1.33%	0.72%
Households	0.69%	1.27%	0.72%
Families	0.59%	1.23%	0.64%
Owner HHs	1.09%	1.22%	0.72%
Median Household Income	1.13%	1.51%	1.60%

	2020		2025	
Households by Income	Number	Percent	Number	Percent
<$15,000	232	20.2%	223	18.8%
$15,000 - $24,999	106	9.2%	103	8.7%
$25,000 - $34,999	91	7.9%	94	7.9%
$35,000 - $49,999	135	11.8%	142	12.0%
$50,000 - $74,999	143	12.5%	146	12.3%
$75,000 - $99,999	110	9.6%	114	9.6%
$100,000 - $149,999	148	12.9%	156	13.1%
$150,000 - $199,999	56	4.9%	64	5.4%
$200,000+	124	10.8%	144	12.1%
Median Household Income	$51,069		$54,030	
Average Household Income	$88,779		$98,107	
Per Capita Income	$41,609		$45,694	

	Census 2010		2020		2025	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	139	6.1%	140	5.7%	153	6.0%
5 - 9	112	4.9%	136	5.5%	139	5.4%
10 - 14	108	4.8%	113	4.6%	130	5.1%
15 - 19	117	5.1%	105	4.3%	105	4.1%
20 - 24	114	5.0%	123	5.0%	118	4.6%
25 - 34	221	9.7%	258	10.5%	268	10.5%
35 - 44	191	8.4%	206	8.4%	242	9.4%
45 - 54	375	16.5%	247	10.0%	201	7.8%
55 - 64	353	15.5%	408	16.6%	365	14.2%
65 - 74	306	13.5%	414	16.8%	382	14.9%
75 - 84	166	7.3%	221	9.0%	347	13.5%
85+	70	3.1%	89	3.6%	112	4.4%

	Census 2010		2020		2025	
Race and Ethnicity	Number	Percent	Number	Percent	Number	Percent
White Alone	1,405	61.9%	1,447	58.8%	1,465	57.1%
Black Alone	739	32.6%	844	34.3%	900	35.1%
American Indian Alone	11	0.5%	13	0.5%	14	0.5%
Asian Alone	32	1.4%	42	1.7%	49	1.9%
Pacific Islander Alone	3	0.1%	3	0.1%	3	0.1%
Some Other Race Alone	32	1.4%	45	1.8%	54	2.1%
Two or More Races	48	2.1%	67	2.7%	79	3.1%
Hispanic Origin (Any Race)	129	5.7%	199	8.1%	249	9.7%

Data Note: Income is expressed in current dollars.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

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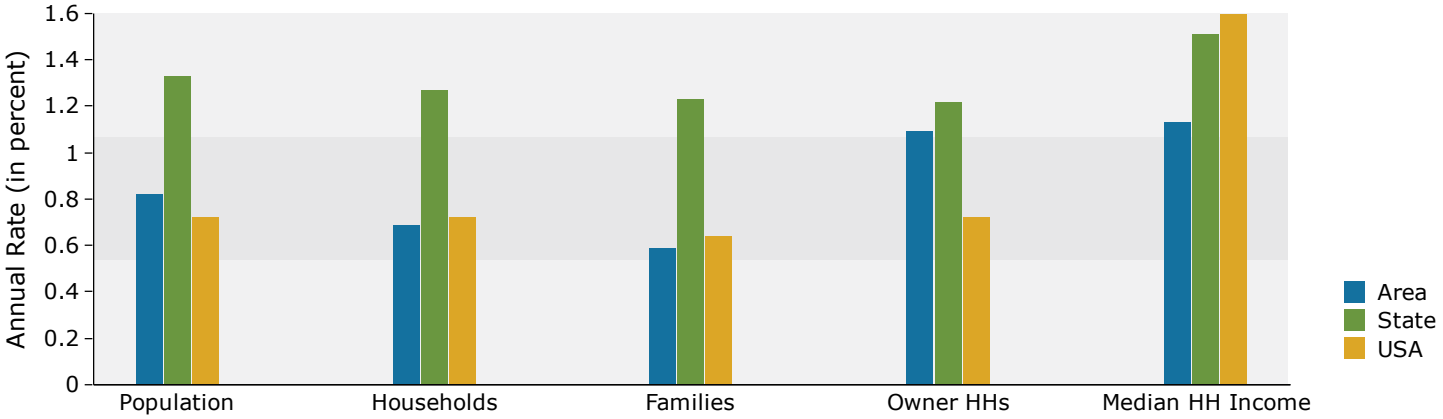
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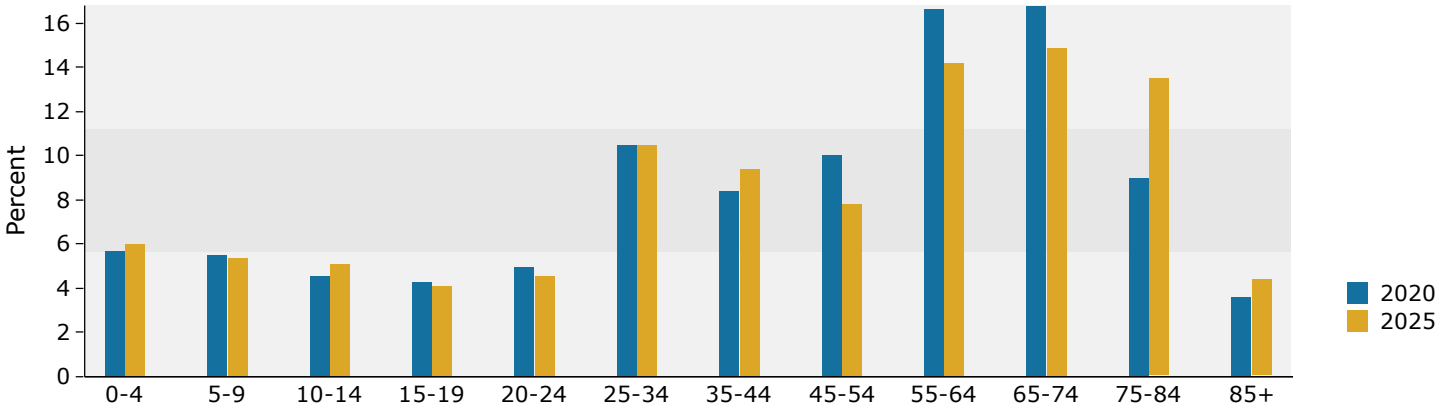
Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 15 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

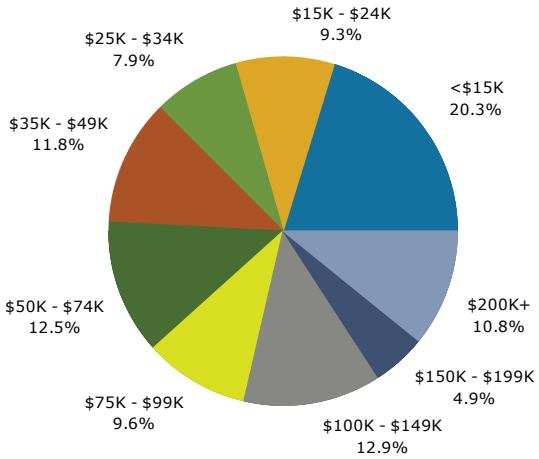
Trends 2020-2025



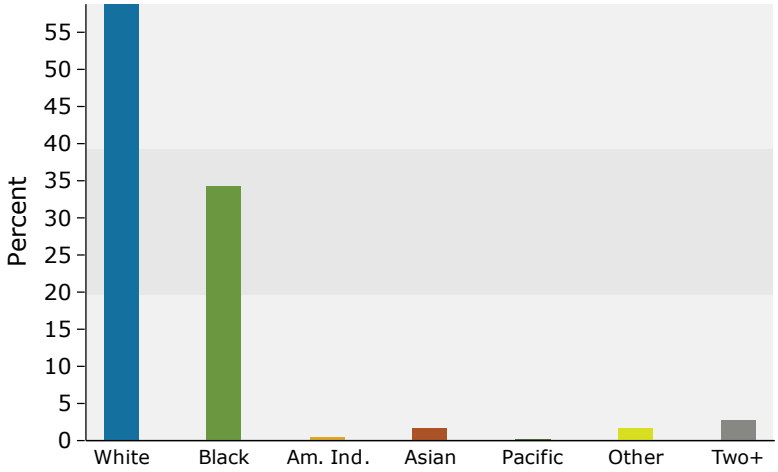
Population by Age



2020 Household Income



2020 Population by Race



2020 Percent Hispanic Origin:8.1%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

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Disposable Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 5 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

	Census 2010	2020	2025	2020-2025 Change	2020-2025 Annual Rate
Population	241	254	262	8	0.62%
Median Age	55.5	59.6	63.5	3.9	1.28%
Households	132	138	142	4	0.57%
Average Household Size	1.83	1.84	1.85	0.01	0.11%

2020 Households by Disposable Income	Number	Percent
Total	138	100.0%
<$15,000	20	14.5%
$15,000-$24,999	14	10.1%
$25,000-$34,999	9	6.5%
$35,000-$49,999	16	11.6%
$50,000-$74,999	23	16.7%
$75,000-$99,999	18	13.0%
$100,000-$149,999	20	14.5%
$150,000-$199,999	9	6.5%
$200,000+	10	7.2%
Median Disposable Income	$59,164	
Average Disposable Income	$81,456	

	Number of Households						
2020 Disposable Income by Age of Householder	<25	25-34	35-44	45-54	55-64	65-74	75+
Total	3	12	11	15	29	36	33
<$15,000	1	2	2	2	5	4	3
$15,000-$24,999	0	1	1	1	2	3	5
$25,000-$34,999	0	1	1	1	2	2	2
$35,000-$49,999	0	1	1	1	3	6	3
$50,000-$74,999	0	1	1	2	4	8	6
$75,000-$99,999	0	1	2	1	4	4	6
$100,000-$149,999	0	2	2	3	3	4	6
$150,000-$199,999	0	1	1	2	3	2	1
$200,000+	0	1	1	2	3	2	1
Median Disposable Income	$7,500	$60,675	$75,000	$86,188	$63,589	$55,591	$62,222
Average Disposable Income	$37,240	$71,206	$85,044	$109,398	$86,291	$75,104	$75,520

Data Note: Disposable Income is after-tax household income. Disposable income forecasts are based on the Current Population Survey, U.S. Census Bureau. Detail may not sum to totals due to rounding
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

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Disposable Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 10 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

	Census 2010	2020	2025	2020-2025 Change	2020-2025 Annual Rate
Population	1,276	1,375	1,428	53	0.76%
Median Age	50.5	53.7	54.6	0.9	0.33%
Households	592	628	648	20	0.63%
Average Household Size	2.16	2.19	2.20	0.01	0.09%

2020 Households by Disposable Income	Number	Percent
Total	628	100.0%
<$15,000	122	19.4%
$15,000-$24,999	62	9.9%
$25,000-$34,999	50	8.0%
$35,000-$49,999	80	12.7%
$50,000-$74,999	96	15.3%
$75,000-$99,999	65	10.4%
$100,000-$149,999	69	11.0%
$150,000-$199,999	39	6.2%
$200,000+	44	7.0%
Median Disposable Income	$49,875	
Average Disposable Income	$74,075	

	Number of Households						
2020 Disposable Income by Age of Householder	<25	25-34	35-44	45-54	55-64	65-74	75+
Total	20	64	58	88	135	144	119
<$15,000	6	16	13	18	27	22	20
$15,000-$24,999	3	8	6	4	10	14	18
$25,000-$34,999	2	8	6	6	9	11	7
$35,000-$49,999	3	9	8	8	15	25	12
$50,000-$74,999	3	9	6	10	21	28	18
$75,000-$99,999	2	4	6	9	17	12	16
$100,000-$149,999	0	6	6	13	14	13	16
$150,000-$199,999	1	2	4	8	11	9	5
$200,000+	1	2	3	11	10	10	7
Median Disposable Income	$31,986	$35,000	$41,320	$67,190	$55,398	$50,000	$52,493
Average Disposable Income	$47,194	$54,719	$65,312	$96,285	$79,388	$73,119	$71,977

Data Note: Disposable Income is after-tax household income. Disposable income forecasts are based on the Current Population Survey, U.S. Census Bureau. Detail may not sum to totals due to rounding
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

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Disposable Income Profile

Cocoa Development Site
915 Florida Ave, Cocoa, Florida, 32922
Walk Time: 15 minute radius

Prepared by Esri
Latitude: 28.34974
Longitude: -80.72812

	Census 2010	2020	2025	2020-2025 Change	2020-2025 Annual Rate
Population	2,270	2,461	2,564	103	0.82%
Median Age	49.1	51.8	51.2	-0.6	-0.23%
Households	1,075	1,147	1,187	40	0.69%
Average Household Size	2.11	2.14	2.16	0.02	0.19%

2020 Households by Disposable Income	Number	Percent
Total	1,147	100.0%
<$15,000	252	22.0%
$15,000-$24,999	126	11.0%
$25,000-$34,999	101	8.8%
$35,000-$49,999	142	12.4%
$50,000-$74,999	158	13.8%
$75,000-$99,999	115	10.0%
$100,000-$149,999	122	10.6%
$150,000-$199,999	62	5.4%
$200,000+	69	6.0%
Median Disposable Income	$43,947	
Average Disposable Income	$68,764	

	Number of Households						
2020 Disposable Income by Age of Householder	<25	25-34	35-44	45-54	55-64	65-74	75+
Total	38	122	115	155	238	258	220
<$15,000	15	32	29	38	53	44	40
$15,000-$24,999	5	17	13	8	19	28	35
$25,000-$34,999	5	16	15	14	17	22	13
$35,000-$49,999	4	16	16	15	28	43	20
$50,000-$74,999	4	13	10	16	33	48	33
$75,000-$99,999	3	8	10	13	29	20	31
$100,000-$149,999	1	11	10	21	24	23	32
$150,000-$199,999	1	4	6	12	18	13	8
$200,000+	1	4	5	18	17	16	9
Median Disposable Income	$23,620	$31,559	$35,000	$52,969	$51,072	$46,170	$51,331
Average Disposable Income	$40,886	$51,607	$60,105	$86,706	$75,256	$68,897	$68,113

Data Note: Disposable Income is after-tax household income. Disposable income forecasts are based on the Current Population Survey, U.S. Census Bureau. Detail may not sum to totals due to rounding
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025.

March 13, 2021

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COST ESTIMATION DOCUMENTS

CALCULATOR METHOD

MULTIPLE RESIDENCES (352)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	COST Sq. M.	COST Cu. Ft.	COST Sq. Ft.
C	Excellent	Face brick, concrete/metal panels, best roof structure and roofing	Good plaster and paint, paneling, fine detail, hardwood, carpet	Good fixtures, many outlets, central TV antenna, intercoms	Warm and cool air	1603.82	18.63	149.00
	Good	Good brick/stucco on block, good trim, roof structure and roofing	Good plaster or drywall, hardwood, carpet, vinyl composition	Good lighting, one bath per bedroom, TV antenna	Package A.C.	1194.79	13.88	111.00
	Average	Brick or block, some trim, asphalt shingle or built-up roof	Plaster/drywall, paint, hardwood, carpet, vinyl composition	Adequate lighting/plumbing, phone and TV jacks	Forced air	882.64	10.25	82.00
	Fair	Block/brick, standard sash, little trim, shingle or built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	764.24	8.88	71.00
	Low cost	Low-cost brick or block, very plain, minimum fenestration	Painted block, drywall partitions, low-cost carpet or asphalt tile	Minimum lighting/plumbing per code	Wall furnace	651.22	7.56	60.50
D MASONRY VENEER	Excellent	Face brick, stone veneer, good wood or steel frame and roof structure	Good plaster, paint, paneling, fine detail, hardwood, carpet	Good fixtures, many outlets, central TV antenna, intercoms	Warm and cool air	1603.82	18.63	149.00
	Good	Good brick veneer and fenestration, good roof structure and roofing	Good plaster and drywall, painted, hardwood, vinyl composition, carpet	Good lighting, one bath per bedroom, TV antenna	Package A.C.	1184.03	13.75	110.00
	Average	Brick veneer, some ornamentation, average code construction	Plaster or drywall, hardwood, vinyl composition, carpet	Adequate lighting/plumbing, phone and TV jacks	Forced air	871.88	10.13	81.00
	Fair	Brick veneer, little trim, standard sash, asphalt shingle or built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	753.47	8.75	70.00
	Low cost	Low-cost brick, block veneer, very plain, minimum fenestration	Drywall and paint, asphalt tile and low-cost carpet	Minimum lighting/plumbing per code	Wall furnace	640.45	7.44	59.50
D	Excellent	Best stucco, EIFS or siding, brick and stone trim, heavy basic structure	Good plaster, paint, paneling, fine detail, hardwood, carpet	Good fixtures, many outlets, central TV antenna, intercoms	Warm and cool air	1571.53	18.25	146.00
	Good	Good stucco or siding, some brick or stone trim, good roof	Good plaster or drywall, painted, hardwood, vinyl composition, carpet	Good lighting, one bath per bedroom, TV antenna	Package A.C.	1151.74	13.38	107.00
	Average	Stucco/siding, some ornamentation, average code construction	Plaster or drywall, hardwood, vinyl composition, carpet	Adequate lighting/plumbing, phone and TV jacks	Forced air	844.97	9.81	78.50
	Fair	Stucco or siding, standard sash, asphalt shingles/built-up roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Electric baseboard	731.95	8.50	68.00
	Low cost	Low-cost stucco or siding, very plain, minimum fenestration	Drywall and paint, asphalt tile and low-cost carpet	Minimum lighting/plumbing per code	Wall furnace	618.92	7.19	57.50
S	Good	Good sandwich panels on pre-engineered frame, good fenestration	Gypsum board and plastics, carpet and vinyl composition	Good lighting, one bath per bedroom, TV antenna	Package A.C.	1097.92	12.75	102.00
	Average	Sandwich panels, pre-engineered frame, adequate fenestration	Gypsum board, vinyl composition, carpet	Adequate lighting/plumbing, phone and TV jacks	Forced air	801.91	9.31	74.50

BASEMENTS AND MEZZANINES

CDS	Finished basement	Finished interior, add for saunas, pools, bars and equipment	Gypsum board ceiling, vinyl composition tile, or sheet vinyl	Adequate lighting/plumbing	None	398.26	4.63	37.00
	Unfinished basement	Few partitions, little or no finish	Unfinished ceiling, slab, storage only	Minimum lighting/plumbing	None	279.86	3.25	26.00
	Finished mezzanine	Not included	Drywall, vinyl, some tile, carpet, VCT, finished loft	Adequate lighting and plumbing, extra outlets and fixtures	In building cost	570.49	-----	53.00
	Open mezzanine	Not included	Finished floors, few partitions, open sleeping loft	Average lighting , no plumbing	In building cost	365.97	-----	34.00

MEZZANINES – Do not use story height or area multipliers with mezzanine costs. For parking basements, see Page 20.

MULTIPLE RESIDENCES, INCLUDING SENIOR CITIZEN, ASSISTED LIVING AND RETIREMENT COMPLEXES

Fireplaces, porches and balconies and built-in appliances are not included. For basement apartments, use 80% of comparable aboveground units. For semi-basement apartments, use 90%. For story heights over 9 feet (2.74 meters), add 3% for each foot (.305 meter). Size adjustments are on Page 18. For complexes where all senior units are totally handicapped, increase costs by 4%. For load-bearing, swimming or sports court playing roof, add 6.26 per square foot (67.38 per square meter) of roof area. Add for fireplaces and balconies from Page 38.

Add for porches and appliances from Pages 40-41. Garages or carports, see Page 35. Add for sprinklers from Page 39. Add for elevators from Page 38.

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CALCULATOR METHOD

MULTIPLE RESIDENCES – SENIOR CITIZEN (451)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	COST Sq. M.	COST Cu. Ft.	COST Sq. Ft.
C	Excellent	Face brick, concrete/metal panels, good roof structure and roofing	Good plaster, paper, paneling, good detail, independent/congregate living	Good lighting, many outlets, some special plumbing fixtures	Heat pump system	1517.71	17.63	141.00
	Good	Good brick/stucco on block, good trim, roof structure and roofing	Good plaster or drywall, painted, hardwood, carpet, vinyl composition	Good lighting/plumbing, some extras, emergency call system	Package A.C.	1205.56	14.00	112.00
	Average	Brick or block, some trim, asphalt shingle or built-up roof	Plaster/drywall, hardwood, carpet, vinyl composition	Adequate lighting/plumbing, few extras and handicap units	Hot water	963.37	11.19	89.50
	Fair	Block or brick, standard sash, asphalt shingle roof	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Forced air	834.20	9.69	77.50
D MASONRY VENEER	Excellent	Face brick, stone veneer, good wood or steel frame and roof	Good plaster, paper, paneling, good detail, independent/congregate living	Good lighting, many outlets, some special plumbing fixtures	Heat pump system	1517.71	17.63	141.00
	Good	Good brick veneer and fenestration, good roof structure and roofing	Good plaster or drywall, painted hardwood, vinyl composition, carpet	Good lighting/plumbing, some extras, emergency call system	Package A.C.	1194.79	13.88	111.00
	Average	Brick veneer, some ornamentation, average code construction	Plaster or drywall, hardwood, vinyl composition, carpet	Adequate lighting/plumbing, few extras and handicap units	Hot water	952.61	11.06	88.50
	Fair	Brick veneer, little trim, standard sash, asphalt shingle	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Forced air	818.06	9.50	76.00
D	Excellent	Best stucco or siding, brick and stone trim, heavy basic structure	Good plaster, paper, paneling, good detail, independent/congregate living	Good lighting, many outlets, some special plumbing fixtures	Heat pump system	1474.65	17.13	137.00
	Good	Good stucco/siding, EIFS, some brick or stone trim, good roof	Good plaster or drywall, painted, hardwood, vinyl composition, carpet	Good lighting/plumbing, some extras, emergency call system	Package A.C.	1162.50	13.50	108.00
	Average	Stucco or siding, some trim, average code construction	Plaster or drywall, hardwood, vinyl composition, carpet	Adequate lighting/plumbing, few extras and handicap units	Hot water	925.70	10.75	86.00
	Fair	Stucco or siding, standard sash, asphalt shingles or built-up rock	Drywall or plaster, carpet, vinyl composition tile	Adequate standard lighting and plumbing per good codes	Forced air	796.53	9.25	74.00
	Low cost	Low-cost stucco or siding, very plain, minimum fenestration	Drywall and paint, asphalt tile and low-cost carpet	Minimum lighting/plumbing per code	Electric baseboard	705.04	8.19	65.50
S	Good	Good sandwich panels on pre-engineered frame, good fenestration	Gypsum board and plastics, carpet and vinyl composition	Good lighting/plumbing, some extras, emergency call system	Package A.C.	1108.68	12.88	103.00
	Average	Sandwich panels, adequate fenestration	Drywall, carpet, vinyl composition	Adequate lighting/plumbing, few extras and handicap units	Hot water	882.64	10.25	82.00

*AREA MULTIPLIERS – MULTIPLE RESIDENCES

TOTAL AREA (Square Feet)	Basement	NUMBER OF UNITS 4	6	8	10	12	16	20	25	30	35	40	50	60	80	100	TOTAL AREA (Square Meters)
4,000	1.076	.977	1.050	1.129	1.214	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	372
5,000	1.051	.947	1.004	1.063	1.127	1.194	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	465
6,000	1.031	.927	.973	1.021	1.072	1.125	1.239	-----	-----	-----	-----	-----	-----	-----	-----	-----	557
8,000	1.000	.903	.936	.971	1.007	1.044	1.123	1.207	-----	-----	-----	-----	-----	-----	-----	-----	743
10,000	.977	.888	.914	.941	.969	.998	1.057	1.121	1.205	-----	-----	-----	-----	-----	-----	-----	929
12,000	.958	-----	.899	.921	.944	.967	1.015	1.066	1.132	1.203	-----	-----	-----	-----	-----	-----	1,115
16,000	.930	-----	.879	.895	.912	.928	.963	.999	1.046	1.095	1.146	1.199	-----	-----	-----	-----	1,486
20,000	.908	-----	-----	.878	.891	.904	.931	.959	.995	1.032	1.071	1.111	1.196	-----	-----	-----	1,858
25,000	.887	-----	-----	-----	.874	.884	.906	.927	.955	.984	1.013	1.043	1.107	1.174	-----	-----	2,323
30,000	.870	-----	-----	-----	-----	.870	.887	.905	.928	.951	.975	.999	1.050	1.103	1.218	-----	2,787
40,000	-----	-----	-----	-----	-----	-----	.866	.879	.896	.912	.930	.947	.983	1.020	1.099	1.184	3,716
50,000	-----	-----	-----	-----	-----	-----	-----	.862	.875	.888	.902	.915	.943	.972	1.032	1.095	4,645
60,000	-----	-----	-----	-----	-----	-----	-----	-----	.860	.871	.882	.893	.916	.939	.987	1.038	5,574
80,000	-----	-----	-----	-----	-----	-----	-----	-----	-----	.849	.857	.865	.882	.898	.933	.969	7,432
100,000	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	.846	.859	.872	.899	.927	9,290

*For larger numbers of units, enter table with 100 units and 100 times average area per unit. See bottom of Page 16 for other refinement notes.

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TOWN HOUSES (401)

CLASS	TYPE	EXTERIOR WALLS	INTERIOR FINISH	LIGHTING AND PLUMBING	HEAT	COST Sq. M.	COST Cu. Ft.	COST Sq. Ft.
C	Excellent	Face brick, stone, best windows, sloping roof, tile, slate, metal	Plaster, paint, paper, paneling, fine hardwood, vinyl, carpet	Best lighting and plumbing, one bath per bedroom	Warm and cool air	1786.81	20.75	166.00
	Good	Brick, some trim or good stucco, good roof, good fenestration	Plaster or gypsum board, paint, hardwood, vinyl composition, carpet	Good lighting and plumbing, one bath per two bedrooms	Package A.C.	1302.43	15.13	121.00
	Average	Brick, stucco on block, little trim, built-up roof or asphalt shingles	Gypsum board and paint, hardwood, vinyl composition, carpet	Adequate lighting and plumbing, standard fixtures	Forced air	952.61	11.06	88.50
	Fair	Block or brick, standard sash	Drywall, carpet, vinyl composition	Standard fixtures	Electric baseboard	818.06	9.50	76.00
	Low cost	Block or cheap brick, low-cost roof and sash	Gypsum board and paint, asphalt tile, low-cost cabinets	Minimum, low cost fixtures	Wall furnace	694.27	8.06	64.50
D MASONRY VENEER	Excellent	Best brick veneer, good stone trim, heavy roof, tile, slate, metal	Plaster, paint, paper, paneling, fine hardwood, vinyl carpet	Best lighting and plumbing, one bath per bedroom	Warm and cool air	1786.81	20.75	166.00
	Good	Brick veneer, good roof, some ornamentation, good fenestration	Plaster or gypsum board, paint, hardwood, vinyl composition, carpet	Good lighting and plumbing, one bath per two bedrooms	Package A.C.	1302.43	15.13	121.00
	Average	Brick veneer, built-up or asphalt shingle roof, little trim	Plaster or gypsum board, hardwood, vinyl composition, low-cost carpet	Adequate lighting and plumbing, standard fixtures	Forced air	947.22	11.00	88.00
	Fair	Brick veneer, standard sash	Drywall, carpet, vinyl composition	Standard fixtures	Electric baseboard	818.06	9.50	76.00
	Low cost	Brick veneer, minimum roof, sash	Drywall and paint, asphalt tile	Minimum, low-cost fixtures	Wall furnace	688.89	8.00	64.00
D	Excellent	Best stucco, or siding, brick or stone trim, heavy roof, tile, slate, metal	Plaster, paint, paper, paneling, fine hardwood, vinyl, carpet	Best lighting and plumbing, one bath per bedroom	Warm and cool air	1711.46	19.88	159.00
	Good	Good stucco or siding, brick trim, good roof, good fenestration	Plaster or gypsum board, paint, hardwood, vinyl composition, carpet	Good lighting and plumbing, one bath per two bedrooms	Package A.C.	1248.61	14.50	116.00
	Average	Stucco or siding, little trim, built-up or asphalt shingle roof	Plaster or gypsum board, hardwood, vinyl composition, carpet	Adequate lighting and plumbing, standard fixtures	Forced air	909.55	10.56	84.50
	Fair	Siding or stucco, standard sash	Drywall, carpet, vinyl composition	Standard fixtures	Electric baseboard	785.76	9.13	73.00
	Low cost	Low-cost siding, roof, sash	Drywall and paint, asphalt tile	Minimum, low-cost fixtures	Wall furnace	661.98	7.69	61.50

Costs are for two-story town houses and duplexes. For one-story units, add 4%. For split-level units, add 2%. For three-story units, deduct 1%. For one-and-one-half-story units, deduct 7%. For average wall heights over 8 feet (2.44 meters), excluding gables, add 3% for each foot (.305 meter). For basements, see Page 32.

AREA MULTIPLIERS – TOWN AND ROW HOUSES

AREA PER UNIT Sq. M.	AREA PER UNIT Sq. Ft.	MULTIPLIER Basements	MULTIPLIER Houses	AREA PER UNIT Sq. M.	AREA PER UNIT Sq. Ft.	MULTIPLIER Basements	MULTIPLIER Houses
56	600	1.230	1.103	167	1,800	.941	.972
65	700	1.185	1.084	186	2,000	.917	.960
74	800	1.147	1.067	204	2,200	.895	.949
84	900	1.114	1.053	223	2,400	.877	.940
93	1,000	1.086	1.040	260	2,800	.845	.923
102	1,100	1.061	1.029	297	3,200	.818	.909
111	1,200	1.039	1.018	334	3,600	.795	.897
130	1,400	1.000	1.000	372	4,000	.774	.886
139	1,500	.983	.992	409	4,400	-----	.877
149	1,600	.969	.985	446	4,800	-----	.868

Costs given above are for town house end units, or double houses having one common wall. Deduct 6% for inside units (354) (having two common walls). Deduct 9% for back to back units(200) (having three common walls). Add 6% for detached houses (210) having all walls exposed and finished. Fireplaces, porches and balconies and built-in appliances are not included. Add costs from Pages 38-41 or from Section 42.

BUILT-IN GARAGES

Costs per square foot of garage area, including interior finish. To convert to square meter costs, multiply by 10.764.

CLASS	TYPE	SINGLE End Unit	SINGLE Inside	DOUBLE End Unit	DOUBLE Inside	3 CAR End Unit	3 CAR Inside
C	Excellent	64.00	37.75	47.75	36.00	43.50	35.00
	Good	48.75	29.00	36.25	27.50	32.75	26.50
	Average	37.00	22.10	27.50	20.55	24.95	20.10
	Low	28.25	16.85	21.15	15.45	18.85	15.20
D MASONRY VENEER	Excellent	61.50	36.50	46.50	35.25	43.00	34.00
	Good	47.25	28.25	35.50	26.75	32.50	26.00
	Average	36.25	21.60	27.25	20.00	24.75	19.70
	Low	28.00	16.60	20.85	15.25	18.75	14.90
D	Excellent	52.00	33.00	39.50	31.75	36.75	30.50
	Good	40.25	25.50	30.75	24.05	28.50	23.45
	Average	31.00	19.65	23.75	18.25	21.35	17.90
	Low	24.15	15.30	18.55	13.95	17.00	13.75

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LOCAL MULTIPLIERS

Apply to costs brought up-to-date from preceding pages. Do not apply to Section 98 or any other indexes.

UNITED STATES

CLASS	A	B	C	D	S
COLORADO	1.02	1.01	1.02	1.02	1.02
Aspen	1.11	1.10	1.08	1.07	1.09
Boulder	1.00	0.99	1.00	1.00	1.00
Colorado Springs	0.99	1.00	0.98	1.00	1.00
Costilla County	0.88	0.88	0.88	0.88	0.89
Denver	1.03	1.01	1.03	1.02	1.04
Durango	0.92	0.89	0.89	0.87	0.91
Eagle Co. (x/resort areas)	0.96	0.94	0.94	0.94	0.96
Fort Collins	0.99	1.00	1.03	1.02	1.01
Grand Junction	1.00	0.97	0.97	0.97	0.99
Greeley	1.00	1.00	1.03	1.02	1.00
Gunnison County	0.96	0.97	0.96	0.95	0.96
Kit Carson County	0.90	0.90	0.92	0.92	0.92
Logan County	0.92	0.92	0.93	0.92	0.92
Longmont	0.99	0.98	1.02	1.01	1.01
Loveland	0.97	0.98	1.03	1.02	0.99
Moffat County	0.92	0.92	0.90	0.91	0.92
Montrose County	0.92	0.90	0.90	0.87	0.90
Prowers County	0.91	0.91	0.92	0.93	0.92
Pueblo	0.97	0.96	0.96	0.96	0.96
Steamboat Springs	1.18	1.16	1.16	1.15	1.14
Vail	1.15	1.14	1.13	1.13	1.14
CONNECTICUT	1.17	1.18	1.17	1.17	1.17
Bridgeport	1.19	1.20	1.19	1.19	1.20
Bristol	1.15	1.17	1.16	1.14	1.16
Danbury	1.18	1.21	1.20	1.21	1.20
Fairfield	1.16	1.17	1.18	1.18	1.17
Greenwich	1.33	1.31	1.26	1.28	1.34
Hartford	1.17	1.20	1.20	1.20	1.18
Meriden	1.13	1.16	1.15	1.15	1.14
Middletown	1.13	1.16	1.17	1.16	1.13
Milford	1.12	1.12	1.09	1.10	1.12
New Britain	1.15	1.17	1.16	1.16	1.13
New Haven	1.16	1.17	1.16	1.13	1.16
New London	1.09	1.12	1.10	1.15	1.09
Norwich	1.09	1.12	1.10	1.13	1.09
Stamford	1.30	1.31	1.25	1.28	1.33
Waterbury	1.15	1.15	1.11	1.11	1.14
Windsor Locks	1.15	1.18	1.16	1.16	1.16
DELAWARE	1.12	1.10	1.09	1.10	1.10
Dover	1.11	1.08	1.06	1.06	1.07
Wilmington	1.13	1.11	1.11	1.13	1.12
DIST. OF COLUMBIA	1.09	1.10	1.08	1.08.	1.08
FLORIDA	0.94	0.94	0.93	0.93	0.94
Bradenton	0.96	0.97	0.94	0.95	0.96
Brevard County	0.95	0.94	0.91	0.91	0.93
Broward County	0.94	0.94	0.92	0.92	0.94
Dade County	0.92	0.92	0.92	0.90	0.93
Daytona Beach	0.92	0.93	0.92	0.90	0.92
Fort Myers	0.92	0.91	0.91	0.91	0.93
Fort Pierce	0.94	0.92	0.90	0.90	0.94
Gainesville	0.92	0.93	0.93	0.91	0.93
Jacksonville	0.93	0.95	0.94	0.94	0.95
Key West	1.10	1.09	1.10	1.07	1.08
Lakeland	0.94	0.95	0.95	0.95	0.94
Marathon	1.05	1.03	1.04	1.00	1.05

CLASS	A	B	C	D	S
FLORIDA (Continued)					
Miami	0.92	0.92	0.92	0.90	0.93
Naples	0.92	0.93	0.91	0.91	0.93
Ocala	0.92	0.92	0.93	0.91	0.93
Orlando	0.97	0.97	0.95	0.94	0.94
Palm Beach	0.97	0.95	0.93	0.94	0.97
Panama City	0.81	0.82	0.81	0.83	0.82
Pensacola	0.84	0.85	0.85	0.88	0.87
Pinellas County	0.97	0.99	0.97	0.97	0.98
Sarasota	0.96	0.98	0.94	0.97	0.96
Tallahassee	0.93	0.93	0.91	0.90	0.93
Tampa	0.97	0.99	0.97	0.98	0.97
Vero Beach	0.95	0.94	0.90	0.88	0.93
GEORGIA	0.90	0.91	0.87	0.85	0.87
Albany	0.89	0.89	0.84	0.84	0.86
Athens	0.92	0.93	0.87	0.84	0.88
Atlanta	0.97	0.97	0.94	0.93	0.94
Augusta	0.89	0.89	0.83	0.81	0.84
Columbus	0.90	0.90	0.86	0.84	0.85
Macon	0.90	0.90	0.88	0.86	0.88
Rome	0.92	0.93	0.89	0.87	0.89
Savannah	0.86	0.90	0.90	0.88	0.90
Valdosta	0.83	0.84	0.81	0.82	0.82
HAWAII	1.57	1.65	1.60	1.61	1.58
Hilo	1.61	1.69	1.64	1.67	1.64
Kauai	1.72	1.80	1.75	1.77	1.74
Maui	1.49	1.56	1.52	1.53	1.49
Oahu	1.45	1.53	1.47	1.48	1.46
IDAHO	1.03	1.03	1.02	1.01	1.04
Boise	1.05	1.01	1.04	1.02	1.04
Caldwell	1.03	0.99	1.03	1.01	1.02
Coeur d' Alene	1.05	1.06	1.04	1.02	1.07
Idaho Falls	1.03	1.04	1.04	1.02	1.05
Lewiston	1.03	1.04	1.00	0.99	1.05
Moscow	1.04	1.05	1.00	1.00	1.06
Pocatello	1.00	1.02	0.99	0.98	1.02
Twin Falls	1.02	1.03	1.03	1.03	1.03
ILLINOIS	1.13	1.14	1.14	1.15	1.13
Alton	1.03	1.05	1.09	1.08	1.04
Aurora	1.23	1.25	1.26	1.26	1.23
Belleville	1.09	1.11	1.13	1.12	1.07
Bloomington	1.07	1.11	1.10	1.12	1.11
Carbondale	1.09	1.10	1.09	1.09	1.08
Centralia	1.09	1.07	1.09	1.09	1.08
Champaign	1.08	1.08	1.08	1.09	1.09
Chicago	1.28	1.29	1.29	1.29	1.27
Danville	1.08	1.09	1.08	1.09	1.09
De Kalb	1.22	1.24	1.24	1.24	1.22
Decatur	1.05	1.06	1.05	1.05	1.05
East St. Louis	1.07	1.09	1.12	1.12	1.09
Elgin	1.23	1.25	1.24	1.25	1.23
Evanston	1.25	1.26	1.26	1.25	1.24
Galesburg	1.10	1.08	1.06	1.07	1.08
Joliet	1.23	1.25	1.25	1.26	1.23
Kankakee	1.24	1.26	1.25	1.28	1.26
Marion	1.09	1.10	1.09	1.09	1.09
Moline	1.05	1.03	1.01	1.00	1.02

CLASS	A	B	C	D	S
ILLINOIS (Continued)					
Normal	1.08	1.11	1.11	1.13	1.12
Peoria	1.08	1.09	1.09	1.10	1.09
Quincy	1.08	1.13	1.14	1.13	1.11
Rock Island	1.07	1.04	1.04	1.05	1.04
Rockford	1.14	1.18	1.17	1.18	1.15
Skokie	1.26	1.27	1.28	1.29	1.26
Springfield	1.06	1.09	1.11	1.11	1.09
Urbana	1.08	1.08	1.08	1.09	1.09
Waukegan	1.23	1.25	1.25	1.23	1.24
INDIANA	1.02	1.03	1.02	1.03	1.03
Anderson	0.98	0.97	0.98	1.00	1.00
Bloomington	0.97	0.97	0.95	0.96	0.99
Columbus	0.97	0.98	0.96	0.96	0.96
Elkhart	1.03	1.04	1.03	1.04	1.05
Evansville	0.98	1.03	1.04	1.03	1.04
Fort Wayne	0.96	0.98	0.96	0.95	0.96
Gary	1.23	1.24	1.24	1.25	1.24
Hammond	1.23	1.24	1.24	1.25	1.24
Indianapolis	0.97	0.99	1.00	1.01	1.01
Kokomo	0.98	0.99	0.97	0.99	0.99
Lafayette	0.97	1.00	0.95	0.95	0.99
Logansport	0.95	0.95	0.92	0.93	0.96
Marion	0.95	0.96	0.94	0.94	0.97
Michigan City	1.23	1.24	1.24	1.24	1.23
Muncie	0.96	0.97	0.99	1.01	0.99
Richmond	0.94	0.95	0.95	0.96	0.97
South Bend	1.01	1.02	1.03	1.03	1.03
Terre Haute	0.99	1.01	0.99	1.00	1.00
IOWA	0.99	1.00	0.99	1.00	1.00
Burlington	0.99	0.99	0.97	0.97	0.99
Cedar Rapids	0.99	1.00	1.00	1.01	1.01
Council Bluffs	0.93	0.97	0.94	0.93	0.94
Davenport	1.07	1.04	1.04	1.04	1.04
Des Moines	0.98	0.98	1.00	0.99	1.00
Dubuque	1.04	1.04	1.02	1.05	1.03
Fort Dodge	0.97	0.99	0.98	0.98	0.99
Iowa City	1.00	1.01	1.01	1.03	1.02
Mason City	1.01	1.04	1.03	1.06	1.04
Sioux City	0.89	0.93	0.90	0.90	0.91
Waterloo	1.00	1.02	1.02	1.02	1.04
KANSAS	0.94	0.94	0.94	0.93	0.94
Dodge City	0.94	0.93	0.95	0.93	0.94
Fort Scott	0.91	0.92	0.91	0.92	0.91
Garden City	0.88	0.88	0.90	0.89	0.89
Goodland	0.91	0.90	0.92	0.92	0.91
Hays	0.88	0.87	0.86	0.84	0.88
Kansas City	1.04	1.05	1.04	1.04	1.03
Lawrence	1.00	1.01	1.01	1.02	1.01
Liberal	0.86	0.86	0.87	0.86	0.87
Manhattan	0.90	0.93	0.93	0.94	0.92
Olathe	1.04	1.06	1.05	1.04	1.03
Overland Park	1.04	1.06	1.05	1.03	1.03
Pittsburg	0.89	0.89	0.88	0.87	0.88
Salina	0.91	0.91	0.89	0.88	0.91
Topeka	0.96	0.98	0.95	0.93	1.00
Wichita	0.95	0.91	0.91	0.89	0.94

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The data included on this page becomes obsolete after update delivery, scheduled for April 2021.

CURRENT COST MULTIPLIERS

These multipliers bring costs from preceding pages up to date. Also apply Local Multipliers, Section 99, Pages 5 through 10.

CALCULATOR COST SECTIONS

(Effective Date of Cost Pages)		11 (11/20)	12 (8/20)	13 (5/20)	14 (2/20)	15 (11/19)	16 (8/19)	17 (5/19)	18 (2/21)
EASTERN	A	1.05	1.05	1.05	1.03	1.05	1.05	1.06	1.05
	B	1.07	1.08	1.06	1.08	1.06	1.07	1.09	1.05
	C	1.07	1.06	1.09	1.08	1.10	1.10	1.11	1.02
	D	1.06	1.08	1.08	1.07	1.08	1.09	1.08	1.02
	S	1.10	1.10	1.09	1.08	1.10	1.08	1.07	1.06
CENTRAL	A	1.00	1.00	0.99	1.00	1.00	1.01	1.01	0.98
	B	1.00	1.01	1.01	1.02	1.04	1.03	1.02	0.97
	C	1.02	1.03	1.04	1.03	1.04	1.03	1.03	0.98
	D	1.02	1.04	1.05	1.05	1.07	1.07	1.03	0.99
	S	0.99	1.02	1.00	1.03	1.03	1.02	1.04	0.97
WESTERN	A	1.01	1.05	1.06	1.07	1.06	1.05	1.04	0.99
	B	1.02	1.03	1.08	1.06	1.08	1.09	1.08	1.00
	C	1.04	1.07	1.06	1.09	1.08	1.09	1.08	1.03
	D	1.07	1.07	1.08	1.10	1.08	1.07	1.11	1.03
	S	1.04	1.04	1.09	1.08	1.07	1.11	1.09	0.99

SEGREGATED COST SECTIONS

(Effective Date of Cost Pages)		41 (12/20)	42 (9/20)	43 (6/20)	44 (3/20)	45 (12/19)	46 (9/19)	47 (6/19)	48 (3/19)
EASTERN	A	1.05	1.05	1.05	1.03	1.05	1.05	1.06	1.09
	B	1.07	1.08	1.06	1.08	1.06	1.07	1.09	1.11
	C	1.07	1.06	1.09	1.08	1.10	1.10	1.11	1.08
	D	1.06	1.08	1.08	1.07	1.08	1.09	1.08	1.08
	S	1.10	1.10	1.09	1.08	1.10	1.08	1.07	1.11
CENTRAL	A	1.00	1.00	0.99	1.00	1.00	1.01	1.01	1.01
	B	1.00	1.01	1.01	1.02	1.04	1.03	1.02	1.03
	C	1.02	1.03	1.04	1.03	1.04	1.03	1.03	1.04
	D	1.02	1.04	1.05	1.05	1.07	1.07	1.03	1.05
	S	0.99	1.02	1.00	1.03	1.03	1.02	1.04	1.03
WESTERN	A	1.01	1.05	1.06	1.07	1.06	1.05	1.04	1.03
	B	1.02	1.03	1.08	1.06	1.08	1.09	1.08	1.06
	C	1.04	1.07	1.06	1.09	1.08	1.09	1.08	1.09
	D	1.07	1.07	1.08	1.10	1.08	1.07	1.11	1.09
	S	1.04	1.04	1.09	1.08	1.07	1.11	1.09	1.05

This page supersedes the January 2021 Green Supplement.

UNIT-IN-PLACE COST SECTIONS (51 – 70)

Sec.	Page	Date		Eastern	Central	Western
51 -	2-3	(3/19)	Concrete Foundations	1.08	1.04	1.08
51 -	4	(3/19)	Pilings	1.08	1.03	1.08
51 -	7-8	(3/19)	Steel and Concrete Frame	1.08	1.03	1.08
51 -	3,7	(3/19)	Wood Foundations, Frame	1.06	1.05	1.10
52 -	1-4, 6	(3/19)	Interior Construction	1.06	1.05	1.08
52 -	5	(3/19)	Bank Vaults and Equipment	1.09	1.04	1.07
53 -	1-8	(6/19)	Heating, Cooling & Ventilating	1.07	1.04	1.08
53 -	9-12	(6/19)	Plumbing, Fire Protection, etc.	1.08	1.03	1.10
54 -	1-6	(6/19)	Electrical, Security	1.03	1.04	1.04
55 -	3-7	(8/19)	Wall Costs	1.07	1.03	1.09
56 -	1-2	(8/19)	Stained Glass	1.07	1.04	1.09
56 -	3-6	(8/19)	Storefronts	1.07	1.04	1.09
56 -	7	(8/19)	Stonework	1.06	1.05	1.10
56 -	8	(8/19)	Columns, Stone & Concrete	1.06	1.05	1.10
56 -	8	(8/19)	Columns, Wood & Aluminum	1.07	1.05	1.10
57 -	1-6	(9/19)	Roofs	1.06	1.05	1.08
58 -	1	(9/19)	Cold Storage	1.06	1.03	1.09
58 -	2-8	(9/19)	Elevators, Conveying Systems	1.04	1.01	1.05

Sec.	Page	Date		Eastern	Central	Western
61 -	1-8	(12/20)	Tanks	1.04	1.02	1.06
62 -	1	(6/20)	Industrial Pumps & Boilers	1.08	0.99	1.11
62 -	2-3, 6	(6/20)	Piping	1.08	0.99	1.11
62 -	4	(6/20)	Electrical Motors	1.08	0.99	1.11
62 -	5	(6/20)	Steel Stacks, Chutes	1.08	0.99	1.11
62 -	5	(6/20)	Masonry & Concrete Chimneys	1.05	1.00	1.09
62 -	6	(6/20)	Compactors, Incinerators	1.08	0.99	1.11
63 -	1-4	(9/20)	Trailer and Mfg. Housing Parks	1.03	1.02	1.08
63 -	5-10	(9/20)	Manufactured Housing	1.05	1.04	1.09
64 -	1-6	(3/20)	Service Stations, Car Washes	1.09	1.04	1.07
64 -	7-9	(3/20)	Prefabricated Metal Structures	1.07	1.02	1.09
64 -	7-8	(3/20)	Prefab. Wood & Air Structures	1.08	1.04	1.09
65 -	1-12	(3/20)	Equipment Costs	1.07	1.05	1.06
66 -	1	(12/19)	Subdivision Costs	1.07	1.03	1.09
66 -	2-9	(12/19)	Yard Improvements	1.08	1.04	1.10
66 -	10-11	(12/19)	Demolition & Remediation	1.06	1.04	1.09
67 -	1-2	(12/19)	Golf Courses	1.06	1.05	1.08
67 -	3-7	(12/19)	Recreational Facilities	1.06	1.04	1.09
70 -	1-32	(1/21)	Green Section	1.01	1.00	1.06

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PLANNING DOCUMENTS

Exhibit A

Section 22. Cocoa Waterfront Overlay District

(A) Relationship to the Cocoa Redevelopment Area.

The Cocoa Waterfront Overlay District (CWOD) assists in the implementation of the Cocoa Waterfront Master Plan, November 2008, which require regulations by sub district that address design, scale and appearance of developing within the Cocoa Redevelopment Area.

(B) Purpose of the Overlay

The Cocoa Waterfront Overlay District is intended to establish urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Redevelopment Area. The Cocoa Redevelopment Area is defined by recognizable geographic boundaries.

(C) Applicability

1. The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards except the Local Health and Safety Codes.
2. Issues not covered by this Section shall be subject to those sections of this land development code, except where they would be in conflict with 22.B Purpose of the Overlay.
3. Where in conflict, numerical metrics shall take precedence over graphic metrics.

(D) Existing Development

The regulations contained in this Code apply to both new development and redevelopment activities within the city of Cocoa. The standards shall apply to the redevelopment of existing sites and structures if:

1. The building floor area is being increased by more than thirty (30) percent; or
2. More than fifty (50) percent of the existing building floor area is being replaced; or
3. There is a combination of floor area increase and existing floor area replacement exceeding fifty (50) percent of the original building floor area; or
4. The existing building is being redeveloped and the cost of redevelopment is greater than fifty (50) percent of the assessed value of the building prior to the improvements.

(E) Cocoa Waterfront Overlay Sub districts

The waterfront overlay includes nine (9) sub districts and identified in the Regulating Plan. The sub districts include:

1. Cocoa Village (CV)
2. Heart of Cocoa (HC)
3. King/Willard Corridor (KW)
4. Uptown Neighborhood (UN)
5. South of the Village (SV)
6. South End (SE)
7. Waterfront (WF)
8. North of Village (NV)

(F) Uses

The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan

	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Residential																		
Adult Congregate Living Facilities (ACLF)		SE	SE				SE		SE		SE		SE			SE		
Group Homes, 6 or fewer residents					P	P												
Group Homes, 7 or greater residents					SE	SE												
Live-Work						RP												
Multi_family dwellings	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Senior elderly only housing													SE					
Single-family, detached dwellings	P	P			P					P			P					
Single-family, attached dwellings		P	P		P	P	P		P		P					P		
Recreation Facilities																		
Marinas			P			P	P		P		P					P		
Outdoor Arena facilities											SE							
Parks, Public and Private			SE	SE		SE	SE	SE	SE		SE	SE		SE		SE		SE
Public Parks and Playgrounds	SE	SE			SE					SE			SE					
Office																		
Professional service/office				P				P				P	P	P				P
Professional offices, studios, clinics, labs, general offices			P			P	P		P		P		P			P		
Business services-secretarial, drafting, repro			P	P		P	P	P	P		P	P	P	P		P		P

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Community / Service Uses																		
Child care centers, day nurseries, kindergartens		SE	SE	SE	SE	SE	SE	SE	SE		SE	SE	P	SE		SE		SE
Churches, and associated buildings	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE
Clinic, Animal			SE			SE	SE		SE		SE		SE			SE		
Museums, Galleries, Community Centers, Libraries	SE	SE	P		SE	P	P		P	SE	P					P		
College or University			SE				SE		SE		SE					SE		
Elementary School			SE				SE		SE		SE					SE		
Middle School			SE				SE		SE		SE					SE		
High School			SE				SE		SE		SE					SE		
Vocational School			SE				SE		SE		SE					SE		
Technical Schools, not with an industrial nature			SE				SE		SE		SE		SE			SE		
Electronic communication/trans facilities & exchanges	SE		SE			SE	SE		SE	SE	SE		SE		SE	SE	SE	
Hospitals																		
Medical Facilities		SE			SE													
Medical & Dental Clinics & Labs			P	P		P	P	P	P		P	P	P	P		P		P
Nursing homes			SE			SE	SE		SE		SE		SE			SE		
Sewer lift Stations	SE	SE	P	SE	SE	P	P	SE	P	SE	P	SE	SE	SE	SE	P	SE	SE
Utilities		SE		SE	SE			SE				SE		SE				SE

Key: SE-Special Exception, Blank Cell-Not Permitted, P- Permitted, RP- as identified on the regulating plan	Heart of Cocoa	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
Commercial																		
Adult Entertainment Estalishment & Sexually Oriented Businesses (see section 2.5 adult																		
Automotive Repair, enclosed structure													SE					
Automotive service stations and Wash (accessory)													P					
Bar or Lounge			SE			SE	SE		SE		SE		SE		SE	SE	SE	
Bed and breakfast establishments		SE	P	SE	P	P	P	SE	P		P	P		SE		P		SE
Car wash, full or self-service													P					
Convenience Store with gas pumps													P		P		P	
Cultural Centers, Museums, Galleries, Community Centers (commercial)			P			P	P		P		P					P		
Dry cleaning Establishments			SE			SE	SE		SE		SE		P			SE		
Financial Institutions			P	P		P	P	P	P		P	P	P	P		P		P
Gym and Fitness facilities			P			P	P		P		P					P		
Hotels and Motels		SE	P	P		P	P	P	P		P	P		P	P		P	
Package Store, beer and wine			SE			SE	SE		SE		SE		P		P	SE	P	
Parking, public or private			SE	P		SE	SE	P	SE		SE[1]	P		P		SE		P
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor.			P	P		P	P	P	P		P	P	P	P	P	P	P	P
Pharmacy, Optical services			P			P	P		P		P		P			P		
Plant Nurseries, greenhouses															P		P	
Printing, Engraving, Repro, Publishing			P			P	P		P		P					P		
Private Clubs and Lodges	SE	SE	P	P	SE	P	P	P	P	SE	P	P	SE	P	P	P	P	P
Recreation structures, theatres, driving ranges, bowling alleys (not drive in theatres)			SE			SE	SE		SE		SE		P		P	SE	P	
Repair Service Establishments			P			P	P		P		P					P		
Restaurants			P	P		P	P	P	P		P	P		P		P		P
Retail Stores (except Automotive)			P			P	P		P		P		P			P		
Retail Commercial				P				P				P		P				P
Retail Sales outlet													P		P		P	
Retail Stores w/outside display															P		P	
Sales Office - temporary - no longer than 120 days			SE			SE	SE		SE		SE					SE		
Self-Service Storage			SE			SE	SE		SE		SE		SE			SE		

(F) Uses – Table Footnote:

1. Parking uses shall be located either in a garage conforming to the requirements of subsection (L) or, except for municipal lots, in a surface lot shared with a commercial, institutional, or civic building in accordance with the on-site location requirements of subsection (1). Parcels solely occupied by a surface parking lot use existing upon the effective date of this Ordinance (August 14, 2019) and as further identified as Parcel Number 24-36-33-39-8-7 (unassigned address) and 24-36-33-77-*-1 (4 Church Street), shall be exempt from this requirement until such time as a parking garage or commercial, institutional or civic building is constructed on the parcel. Parking uses located on property with a commercial, institutional, or civic building shall not reduce the number of required parking spaces associated with the use of the building.

(G) Regulating Plan.

The regulating plan is the principal tool for implementing the standards in this Section and identifies, by sub districts, the permitted building types and street setbacks for the Cocoa Waterfront Overlay District.

Regulating Plan

City of Cocoa - Waterfront District

Cocoa, FL

1/8/2020

Sub-district	Allowable Building Type													
	Homestead	Estate	House	Cottage	Townhouse	Apartment Building	Courtyard Apartment	Comm/Mixed *Small	Comm/Mixed *Med	Comm/Mixed *Large	Single-Story Commercial	Large Format Commercial	Institutional	Civic
	HO	ES	HS	CO	TH	AB	CA	CS	CM	CL	SC	LF	IT	CI
Cocoa Village (CV)				○	○	●	●	●	●	○ (3)	○		●	○
Heart of Cocoa (HC)		●	●	●	●(1)			(2)					●	
King/Willard Corridor (KW)					○	○	○	●	●		●		●	
Uptown Neighborhood (UN)		●	●	●	●								●	○
South of the Village (SV)	●	●	●	●	●	○	○	○					●	
South End (SE)				●	●	●	●	●	●		○		●	
Waterfront (WF)						●	●	●	●	●	○		●	○
North of Village (NV)					●	●	●	●	●		○	○	●	

○ Allowed only where indicated on Regulating Plan

● Allowed throughout Design District

* New development within the Comm/MXD use district may be developed as either commercial or mixed use.

1. Townhomes allowed up to four per building.
2. Consistent with the Substitute Consent Decree as ordered on January 28, 2009.
3. Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

Waterfront Districts

SubDistrict

- Cocoa Village (CV)
- Heart of Cocoa (HC)
- King/Willard Corridor (KW)
- Uptown Neighborhood (UN)
- South of the Village (SV)
- South End (SE)
- Waterfront (WF)
- North of Village (NV)
- Concent Decree Area

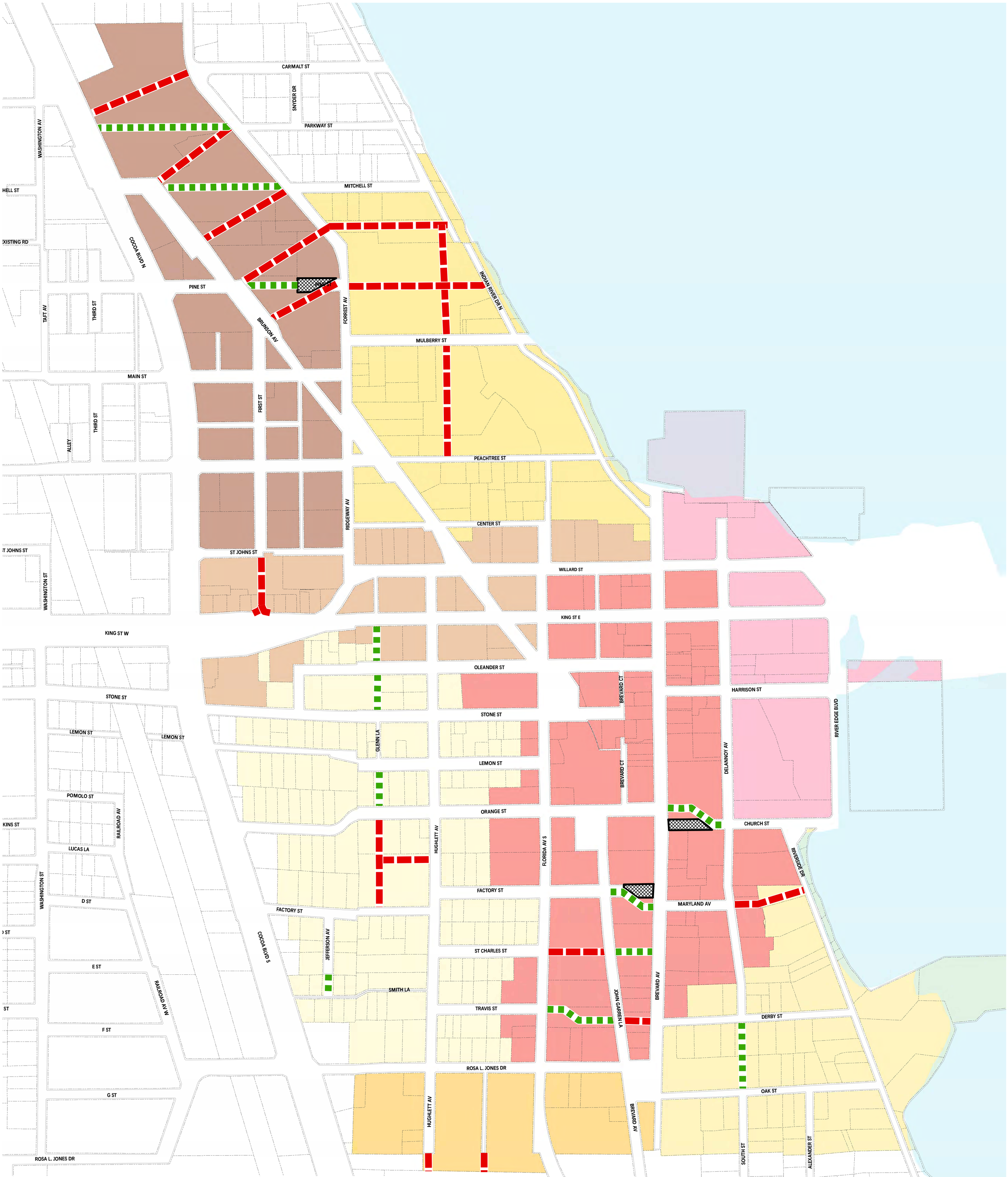
---#/#---
CS — Additional building type allowed for this parcel only

---#/#--- — Required minimum and maximum street setback (in feet)

---#/#--- — Break in street setback dimension

---#/#--- — Right of way line (beginning point of street setback measurment)

Internal Lot Line



Transformational Connections

Incremental Connections

New Development Parcels

This Future Roadway Connections Map is adopted as part of the Form-Based Code Regulating Plan, but is not itself a regulatory map. The future roadway connections depicted are highly encouraged by the City to improve traffic circulation, promote redevelopment, and enhance livability around the Cocoa downtown vicinity, but are not required as a part of this plan. Future connections are divided into two potential types: Incremental and Transformational.

1) Incremental Roadway Connections are future road connections that likely:
- Do not require significant realignment of major intersections;
- Do not require major demolition of existing buildings; and
- Do not require aggregation and redevelopment of multiple parcels.

2) Transformational Roadway Connections are future road connections that likely:
- Require significant realignment of major intersections;
- Require major demolition of existing buildings; or
- Require aggregation and redevelopment of multiple parcels.

These potential connections illustrate how large blocks can be broken up to create additional network; how offset streets can be realigned to create through-streets; and how new development blocks can be formed. In some cases, such as in the North of the Village Design District, incremental or transformational connections can be made depending on future aggregation of development parcels into a large redevelopment site. In the case of the South End Design District, connections are shown to future redevelopment sites outside the city limits to the south.

Potential Future Road Connections

City of Cocoa Form-Based Code

Cocoa, FL
2012-11-28
60211027

0 50' 100' 200' 400' 600'

North

AECOM
150 North Orange Avenue
Orlando, Florida 32801
P: (407) 843-6552
F: (407) 839-1789
www.aecom.com

(H) Circulation Standards

1. Block Pattern.
   The current street framework for the Cocoa Waterfront Overlay District and block size shall remain intact. Additional street connections for vehicular use and pedestrian connections should be reviewed during a submittal for application. A general Circulation Map for the Cocoa Waterfront Overlay District highlights potential connections that should be reviewed an assessed at the type of development review. The waterfront area within the Cocoa Waterfront Overlay District shall remain intact.
2. Vehicular Access, new development
   (a) A system of joint use driveways and cross access easements shall be established wherever feasible and the building site shall incorporate the following:
      i. A continuous service drive or cross access extending the entire length of each parcel served to provide for driveway separation consistent with access management classification system and standards.
      ii. Stub-outs and other design features to make it visually obvious that the butting properties may be tied in to provide cross access via a service drive;
      iii. A unified access and circulation system plan that includes coordinated or shared parking areas is encouraged wherever practicable.

(I) Building Types

Building types are permitted by Sub-district when any new and/or redevelopment occurs on any parcel within the Cocoa Waterfront Zoning Overlay. The building typologies are consistent with the size, scale and character desired within each sub-district.

The following categories are included in the table provided for each building type. Each standard is labeled by a letter (A, example) which directly relates to the table provided on each building type. The categories are described as follows:

1. Lot requirements

Provisions for minimum and maximums; lot depth, lot size and the permitted lot coverage;

2. Building envelope: Provisions for the minimum and maximum setbacks permitted by front, side, and rear yards for Urban and Suburban development. There is a minimum and maximum setback for each lot type. The maximum and minimum frontage refers to the proportion of the lot width along which the primary building façade must be within the minimum and maximum front setback; and

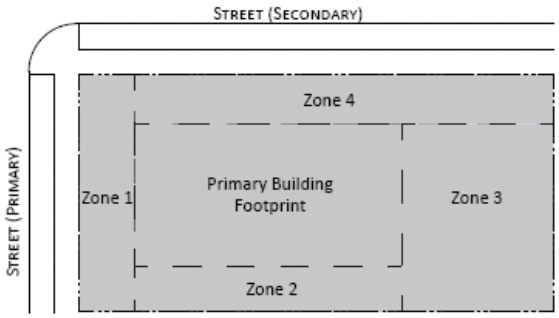
3. Accessory Structure Envelope: provides the setbacks and maximum building footprints permitted for accessory structures. In no case shall an accessory structure exceed the height of the primary structure on the parcel.

4. Building height: Provisions for permitted heights in stories (st). The maximum height for first floor residential development shall be fourteen (14) feet and twenty (20) feet for non-residential. The maximum height for second story and higher shall not exceed

twelve (12) feet. Each building lot typology provides the range of height appropriate for the building type. Height shall be measured from finished floor.

5. Parking provisions: The amount of parking shall be determined by Article XII, Off street parking, of the Land Development Regulations. Parking provisions provide zones where parking is permitted. The parking zone refers to any uncovered parking area located on the parcel in accordance to Appendix A, Article 12. Driveways are permitted in any zone provided the frontage requirements have been met as required by building type. The diagram illustrates a Primary and Secondary street. Primary streets are streets that are addressed to the parcel of land. Secondary streets may or may not have access to the parcel. Zones are defined and illustrated by the lot area between the principal building frontage and:

   Zone 1: the right-of-way of any primary street.
   Zone 2: any common interior lot line.
   Zone 3: any rear lot line.
   Zone 4: the right-of-way of any secondary street.



6. Private frontages, refers to the area that is attached or integrated into the primary building. The building types are either required or preferred. If there are multiple frontages provided in the table, the applicant may choose what private frontage to provide per building. The private frontage area may count towards the calculation of the frontage build out requirement under the "Building Envelope" category.

Design Districts and Building Types Table

Design District	Homestead (HO)	Estate (ES)	House (HS)	Cottage (CO)	Townhouse (TH)	Apartment Building (AB)	Courtyard Apartment (CA)	Commercial/Mixed Use Small (CS)	Commercial/ Mixed Use-Medium (CM)	Commercial/ Mixed Use-Large (CL)	Single Story Commercial (SC)	Large Format Commercial (LF)	Institutional (IT)	Civic (CI)
Cocoa Village (CV)				RP	RP	P	P	P	P	RP(3)	RP		P	RP
Heart of Cocoa (HC)		P	P	P	P(1)			(2)					P	
King/Willard Corridor (KW)					RP	RP	RP	P	P		P		P	
Uptown Neighborhood (UN)		P	P	P	P								P	RP
South of the Village (SV)	P	P	P	P	P	RP	RP	RP					P	
South End (SE)				P	P	P	P	P	P		RP		P	
Waterfront (WF)						P	P	P	P	P	RP		P	RP
North of Village (NV)					P	P	P	P	P		RP	RP	P	

RP, permitted only where indicated on Regulating plan
P, Permitted in the Design District
Blank Cell, is not permitted
* Commercial/Mixed Use is a mix of uses, ie. Office/retail , office/residential
(1) Townhomes are permitted up to 4 units per building
(2) Consistent with the Substitute Consent Decree as ordered on January 28, 2009

HO HOMESTEAD

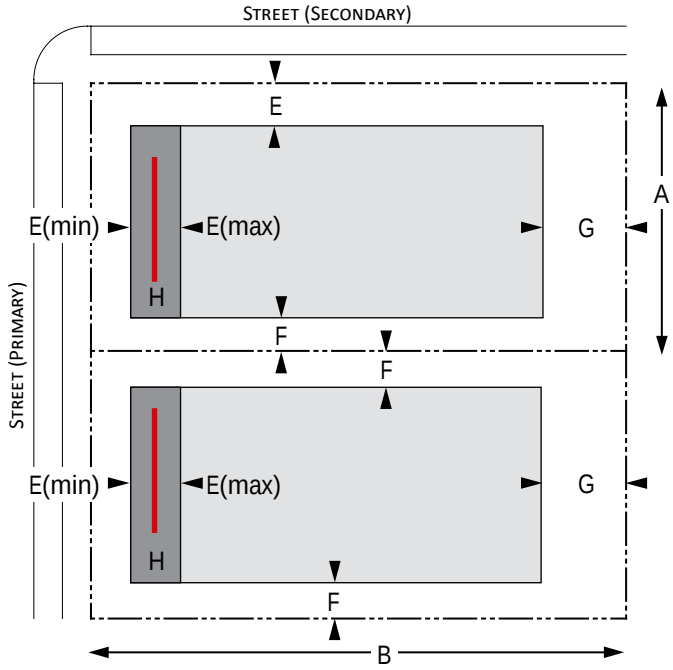
A building lot located and designed to accommodate a detached building with large side, rear yards and front yards for a rural area.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	120	300
B - Lot Depth (ft)	120	--
C - Lot Size (sf)	21,780	--
D - Lot Coverage (%)	--	25
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	25	--
G - Rear Setback (ft)	40	--
H - Frontage Buildout (%)	--	--
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 1,2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

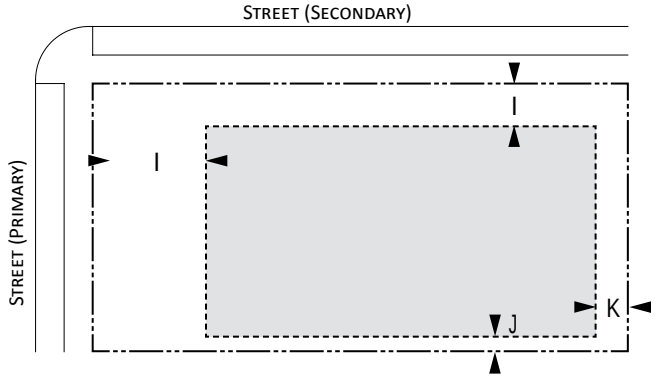


EXAMPLE

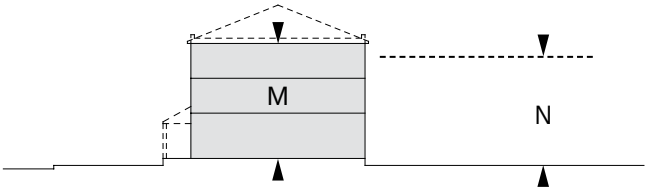
LOT REQUIREMENTS AND BUILDING ENVELOPE



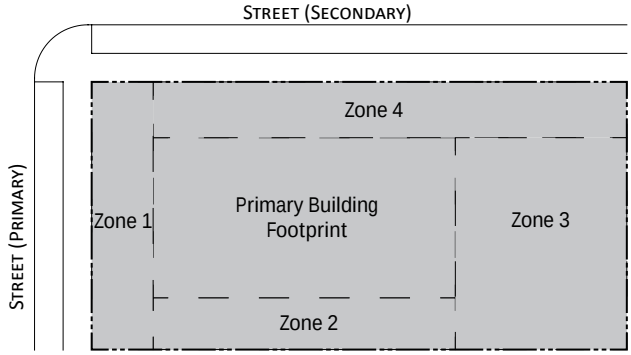
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



ES ESTATE

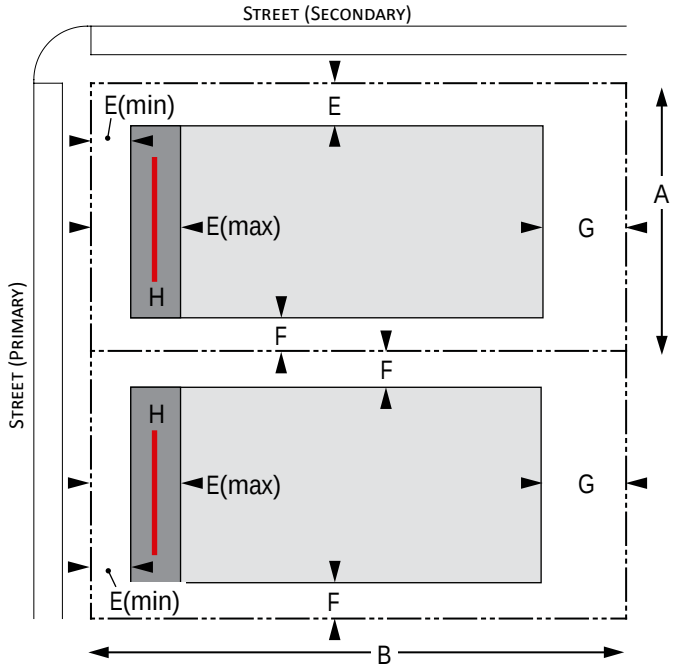
A building lot located and designed to accommodate a detached building with large side, rear and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	70	120
B - Lot Depth (ft)	120	--
C - Lot Size (sf)	10,000	21,780
D - Lot Coverage (%)	--	30
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	10	--
G - Rear Setback (ft)	25	--
H - Frontage Buildout (%)	--	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 1,2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

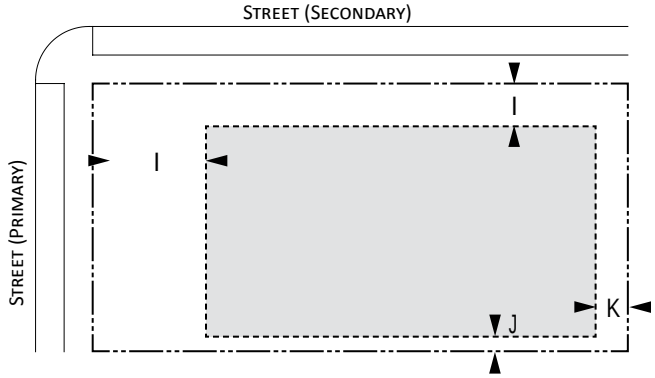


EXAMPLE

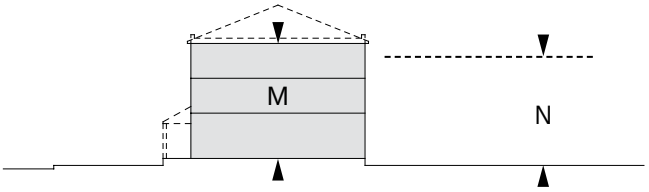
LOT REQUIREMENTS AND BUILDING ENVELOPE



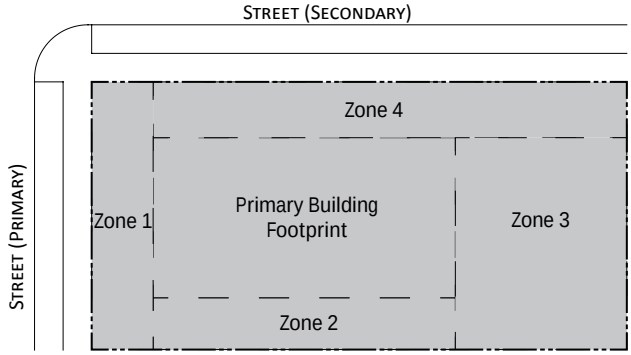
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



HS HOUSE

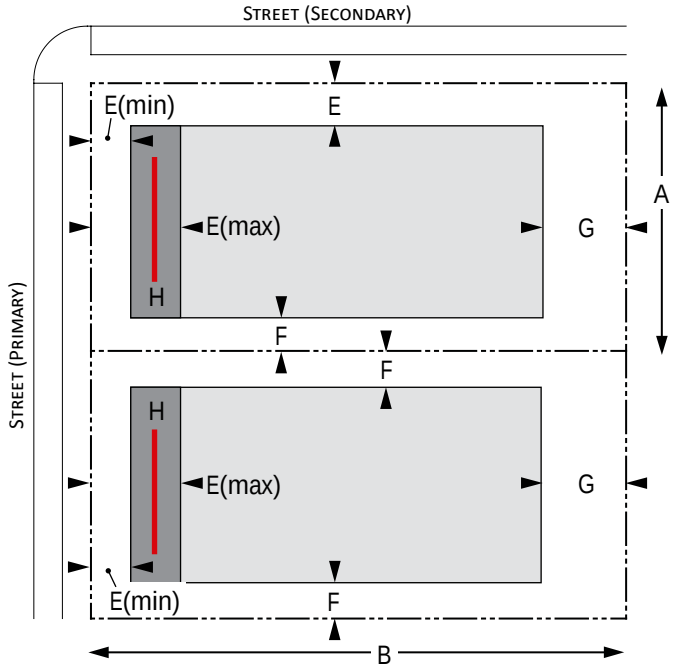
A building lot located and designed to accommodate a detached building with small side yards and a large front yard.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	70
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	4,000	8,400
D - Lot Coverage (%)	--	30
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	20	--
H - Frontage Buildout (%)	60	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4 *	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

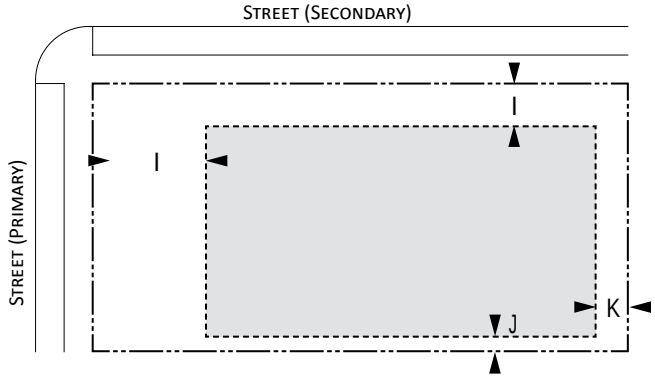


EXAMPLE

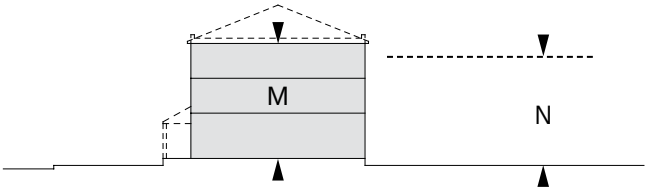
LOT REQUIREMENTS AND BUILDING ENVELOPE



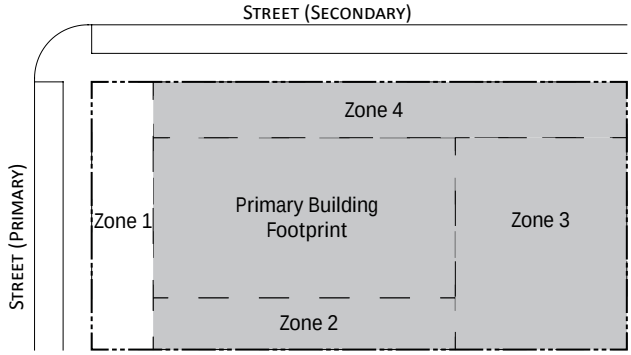
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CO COTTAGE

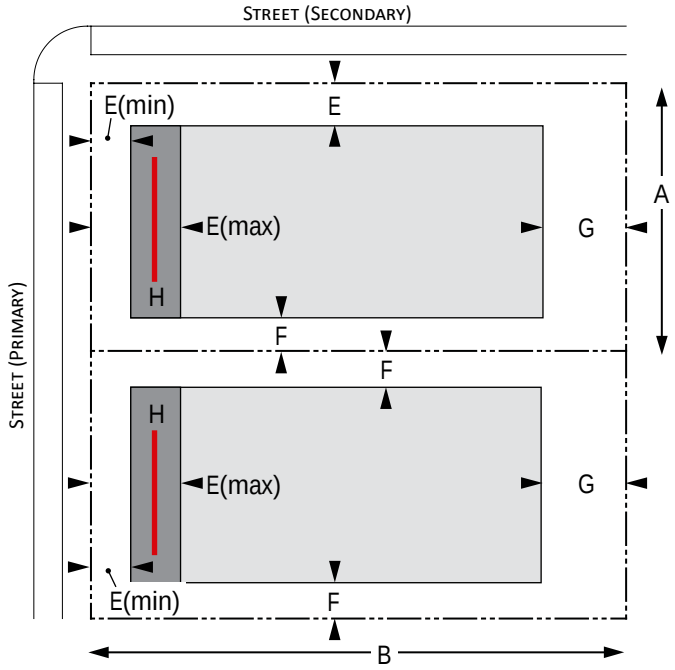
A building lot located and designed to accommodate a small detached building with small side and front yards.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	25	40
B - Lot Depth (ft)	100	120
C - Lot Size (sf)	3,000	4,800
D - Lot Coverage (%)	--	50
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	3	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	70	90
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	2
N - Accessory Structure(s) (ft)	--	24
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	P, S	

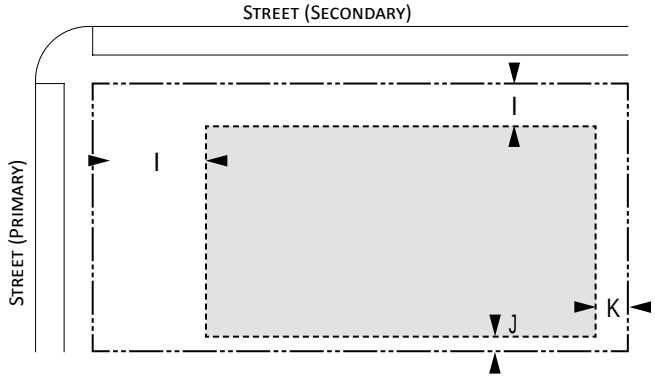


EXAMPLE

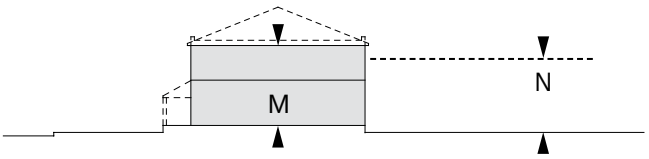
LOT REQUIREMENTS AND BUILDING ENVELOPE



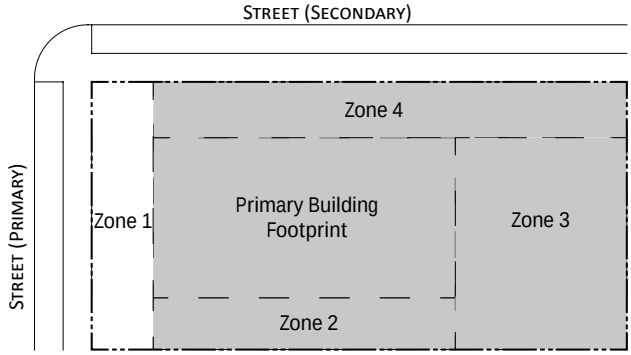
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



TH TOWNHOUSE

A building lot located and designed to accommodate a building with sidewalls on both side building lot lines and a private garden to the rear.

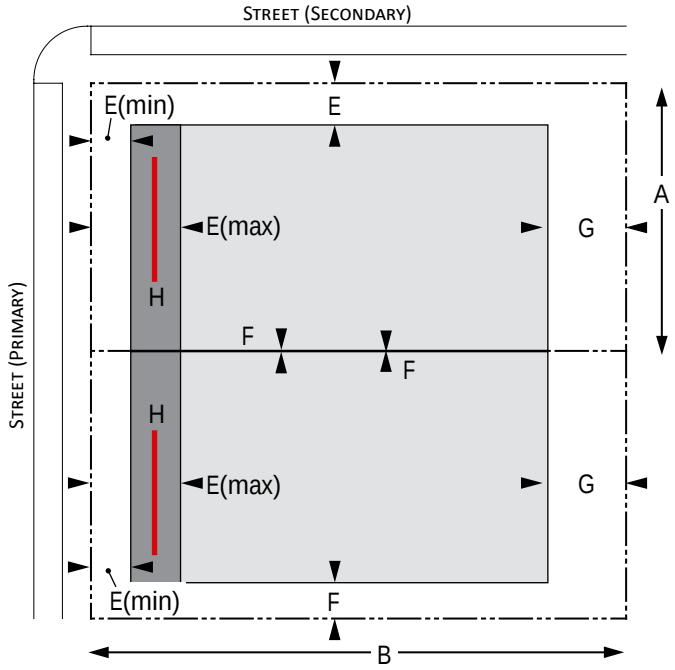
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	30^
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,600	3,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	3
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, S	

^ End unit lot may be up to 10' larger.
* 10' Separation required from adjacent detached building.

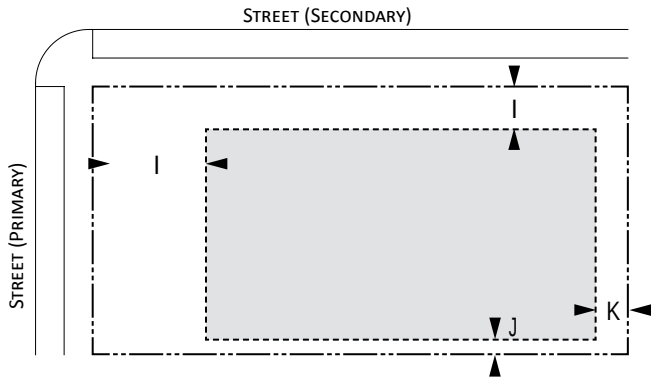


EXAMPLE

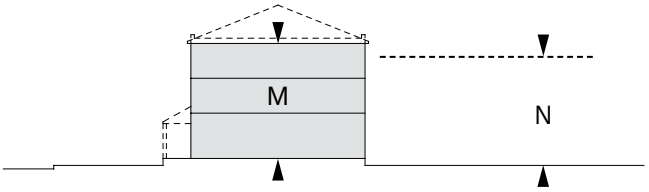
LOT REQUIREMENTS AND BUILDING ENVELOPE



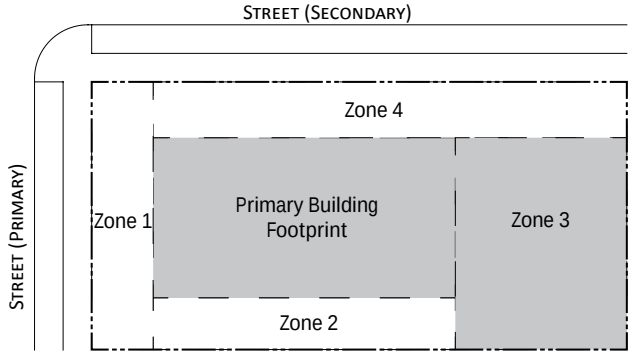
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



AB APARTMENT BUILDING

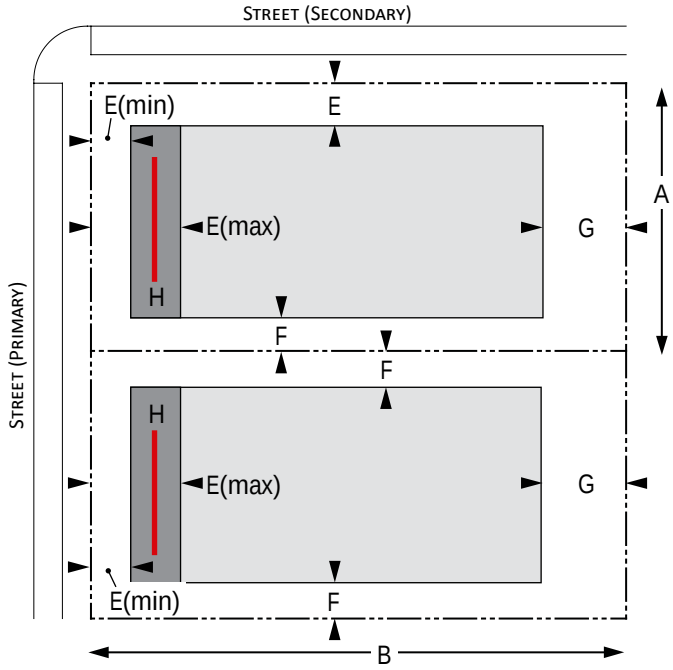
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	40	150
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	4,000	40,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	5	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	60	80
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	P, F, S	

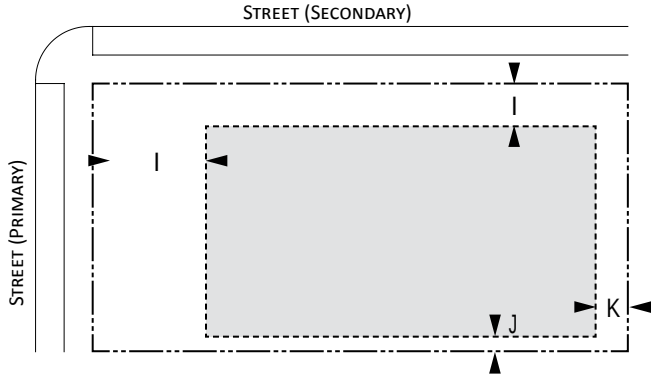


EXAMPLE

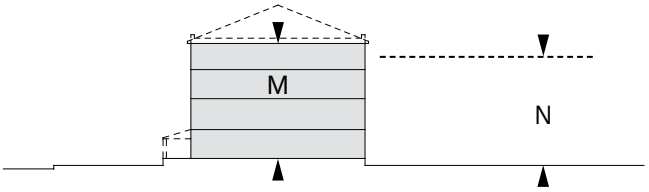
LOT REQUIREMENTS AND BUILDING ENVELOPE



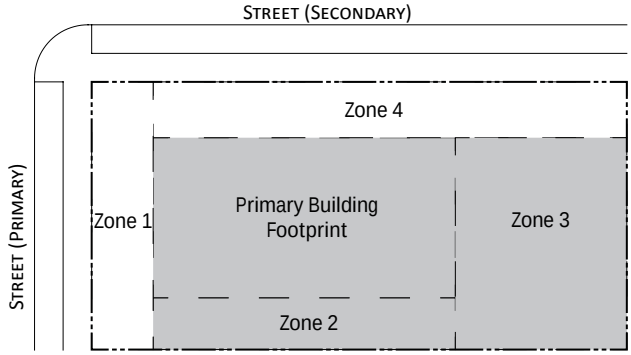
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CA COURTYARD APARTMENT

A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.

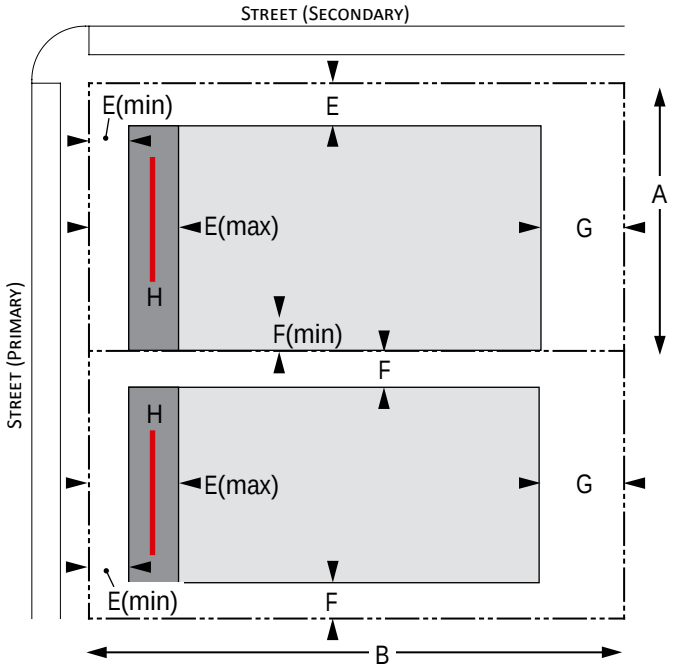
LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	80	120
B - Lot Depth (ft)	80	180
C - Lot Size (sf)	9,000	20,000
D - Lot Coverage (%)	--	80
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0 *	10
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	50	75
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	F	

* 10' Separation required from adjacent detached building

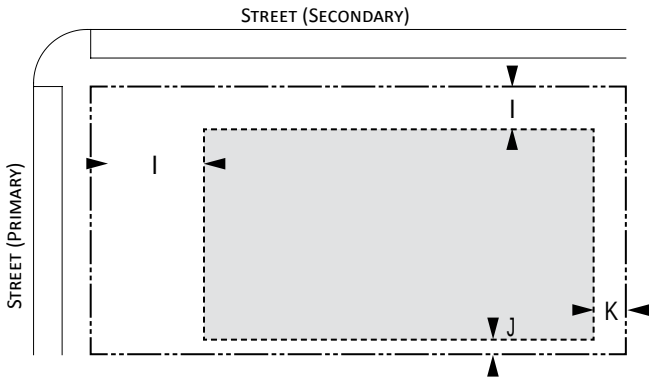


EXAMPLE

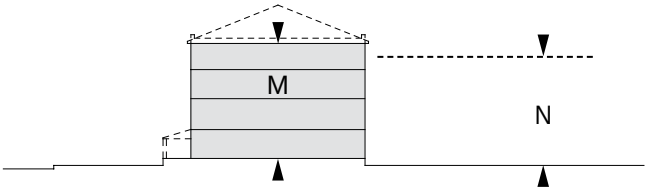
LOT REQUIREMENTS AND BUILDING ENVELOPE



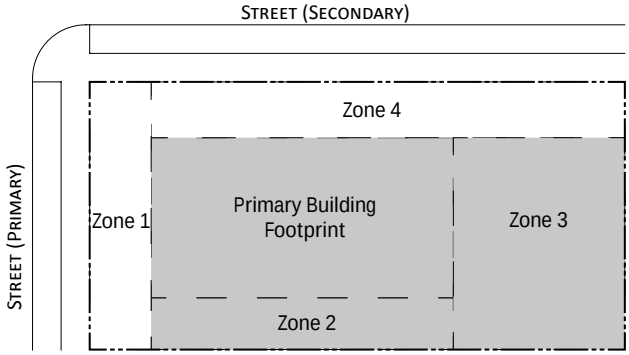
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CS COMMERCIAL/ MIXED-USE - SMALL

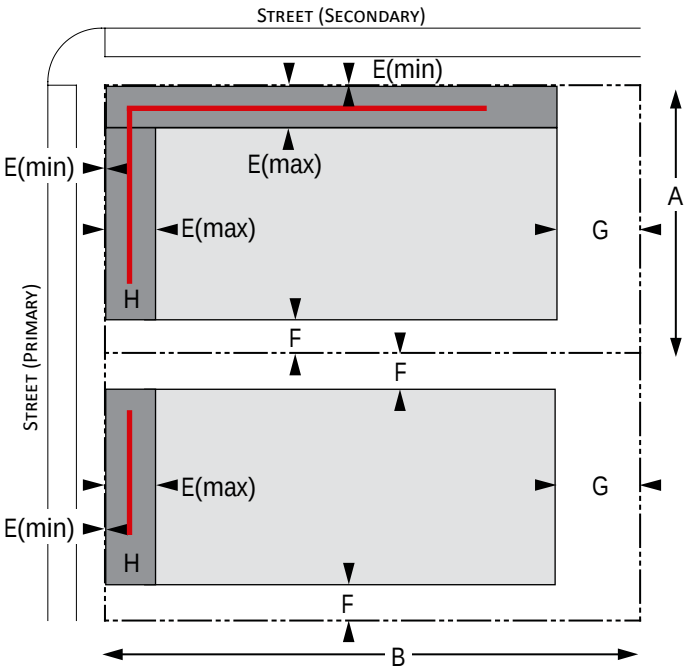
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for smaller lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	15	60
B - Lot Depth (ft)	80	120
C - Lot Size (sf)	1,800	7,200
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	6
G - Rear Setback (ft)	5	--
H - Frontage Buildout (%)	80	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

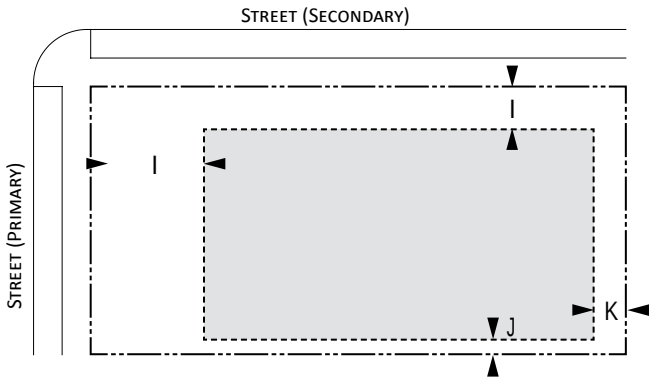


EXAMPLE

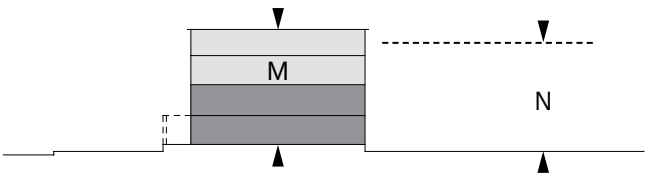
LOT REQUIREMENTS AND BUILDING ENVELOPE



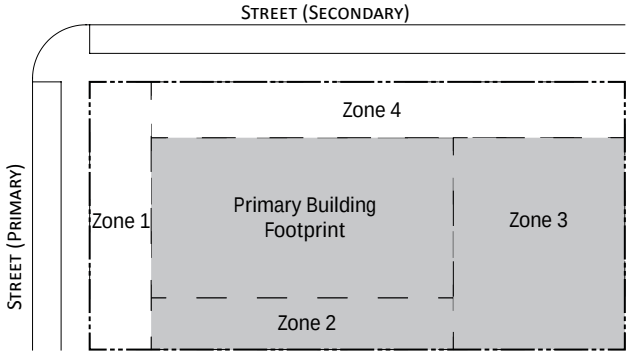
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CM COMMERCIAL/ MIXED-USE - MEDIUM

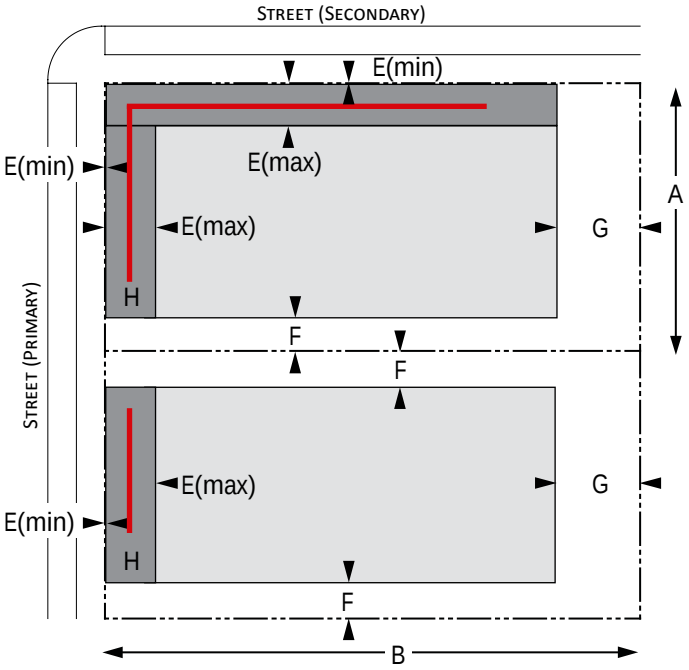
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for average lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	60	120
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	60,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	5
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	Required:	
	C	

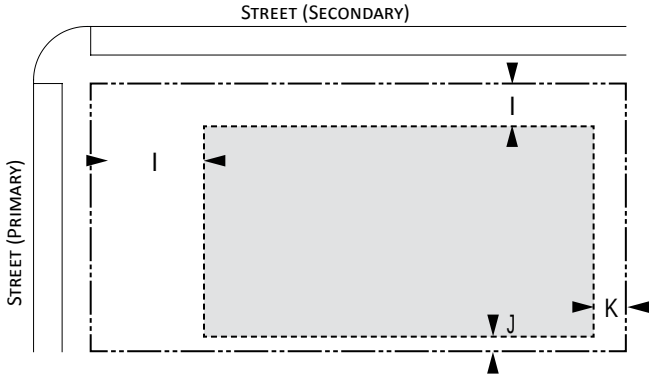


EXAMPLE

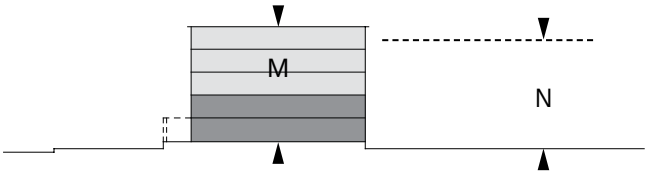
LOT REQUIREMENTS AND BUILDING ENVELOPE



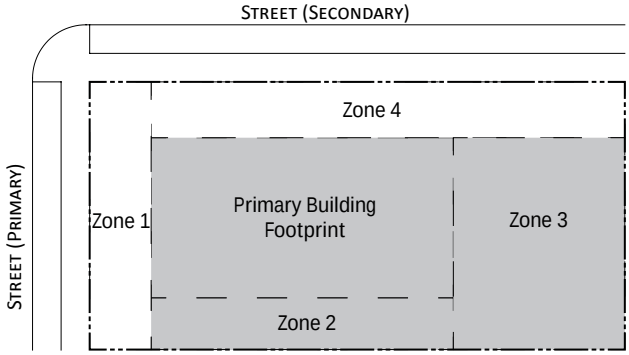
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CL COMMERCIAL/ MIXED-USE - LARGE

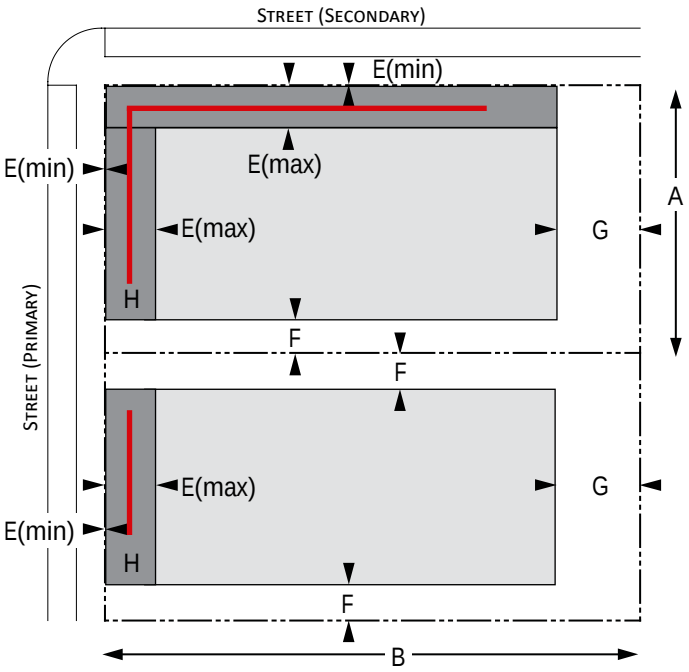
A building lot located and designed to accommodate a multi story building with commercial, o ce and/or multiple dwellings in any story that is designed for larger lot sizes.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	120	300
B - Lot Depth (ft)	--	500
C - Lot Size (sf)	--	150,000
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	90	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	2	8
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2 and 3	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 (J)]	Required:	
	C	

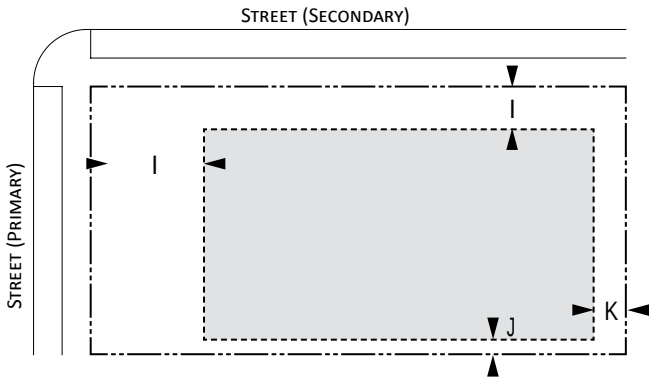


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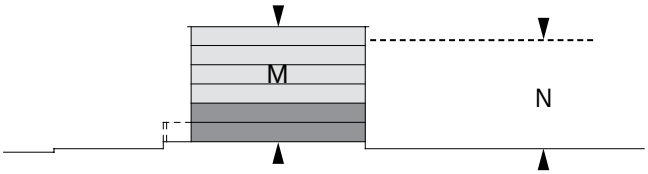
LOT REQUIREMENTS AND BUILDING ENVELOPE



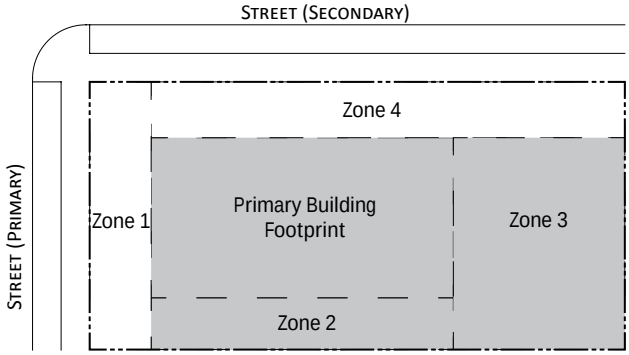
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



SC SINGLE STORY COMMERCIAL BUILDING

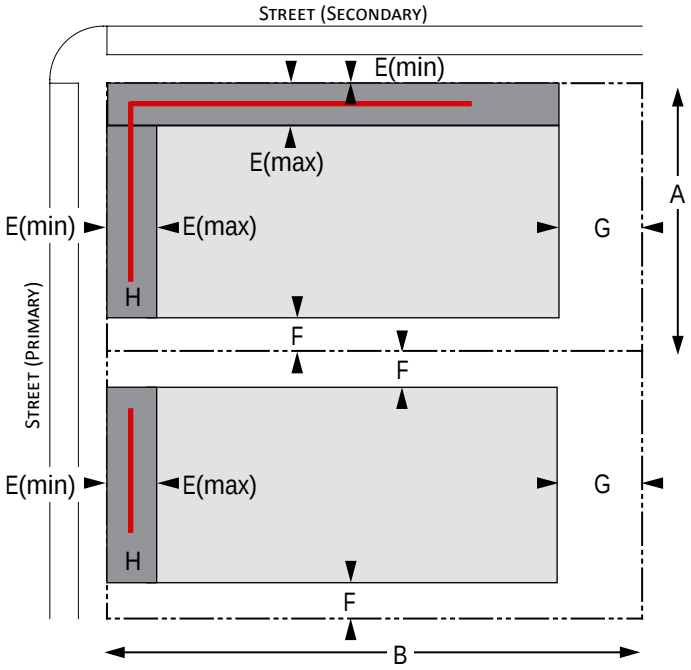
A building lot located and designed to accommodate single use o ce and retail.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50	300
B - Lot Depth (ft)	100	400
C - Lot Size (sf)	7,500	90,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	50	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

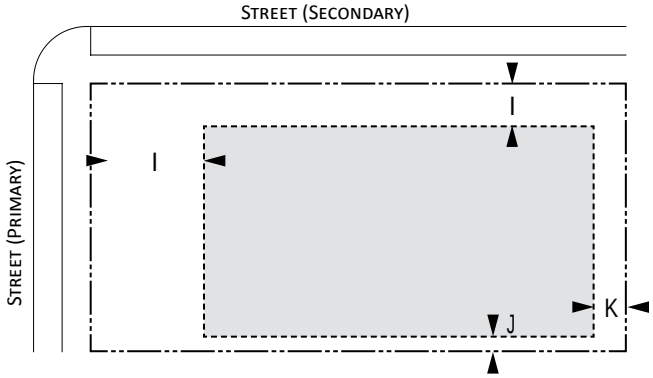


EXAMPLE

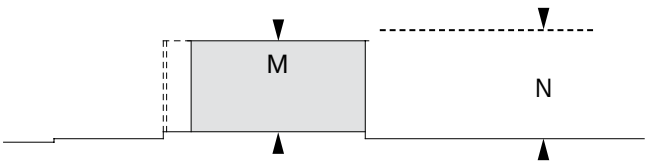
LOT REQUIREMENTS AND BUILDING ENVELOPE



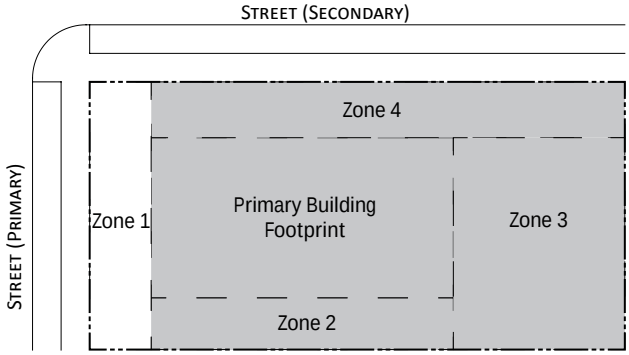
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



LF LARGE FOOTPRINT SINGLE STORY COMMERCIAL BUILDING

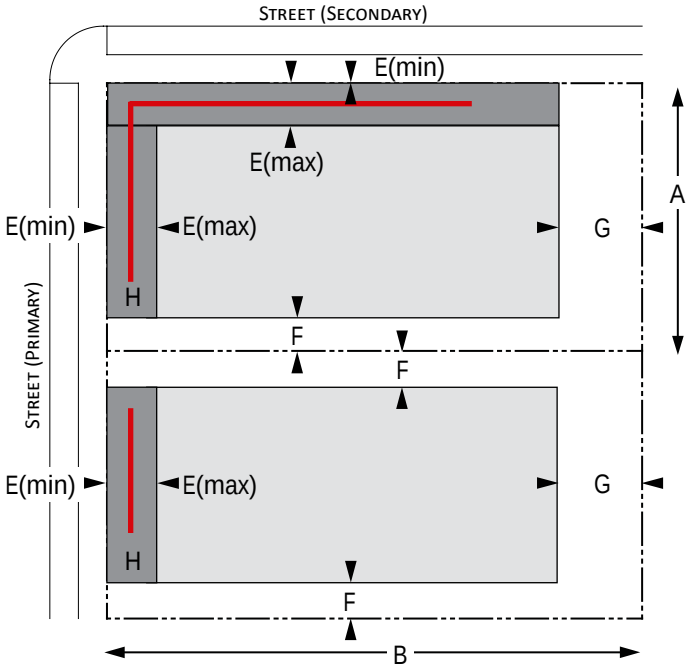
A building lot located and designed to accommodate a large footprint building with one or more uses.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	300	--
B - Lot Depth (ft)	300	--
C - Lot Size (sf)	90,000	--
D - Lot Coverage (%)	60	--
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	10	--
H - Frontage Buildout (%)	50	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	C	

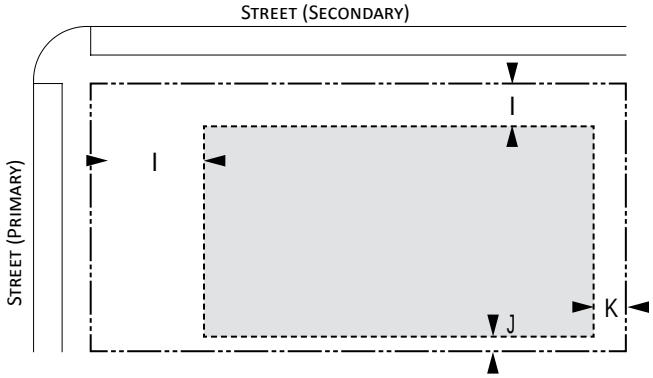


EXAMPLE

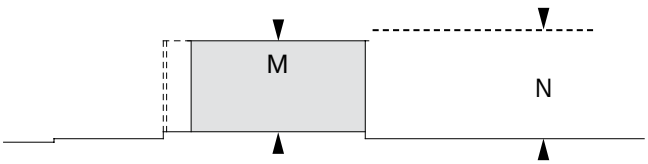
LOT REQUIREMENTS AND BUILDING ENVELOPE



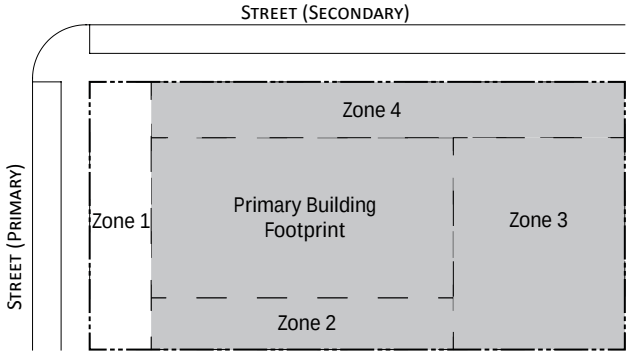
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



IT INSTITUTIONAL

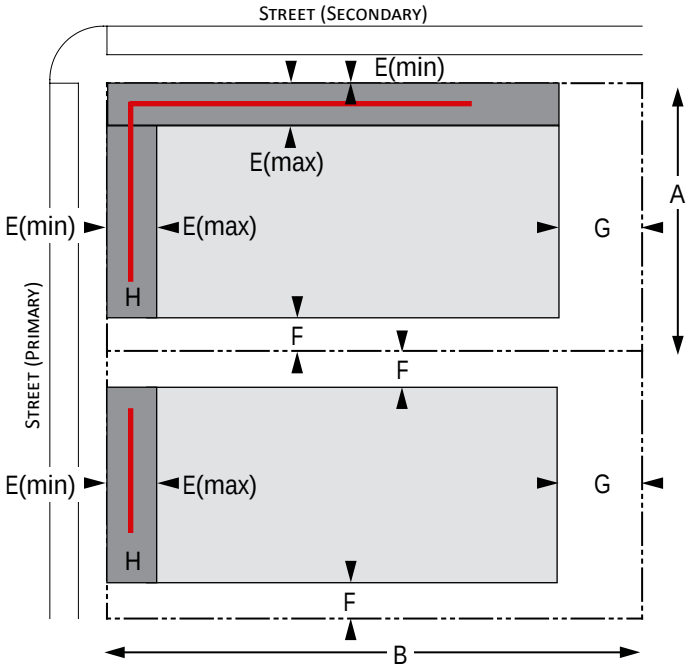
A building lot located and designed to accommodate institutional users such as day care, social services, hospitals, places of worship, and schools.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	50	300
B - Lot Depth (ft)	100	300
C - Lot Size (sf)	7,500	90,000
D - Lot Coverage (%)	--	60
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	0	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	50	100
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	1
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
Allowable Frontages	C *	

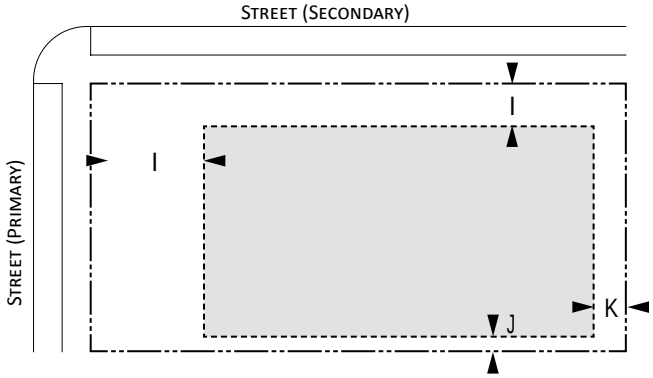


EXAMPLE

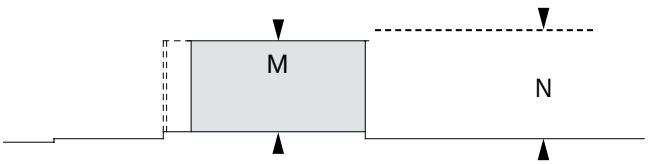
LOT REQUIREMENTS AND BUILDING ENVELOPE



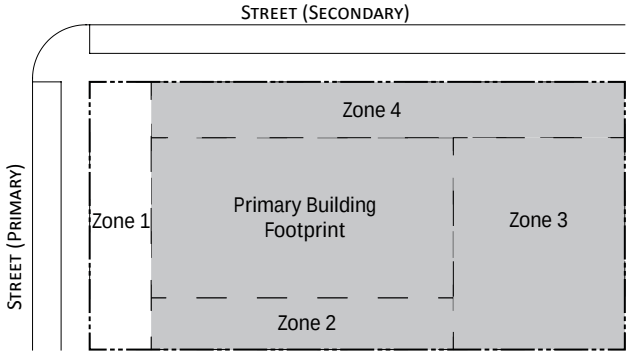
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



CI CIVIC BUILDING

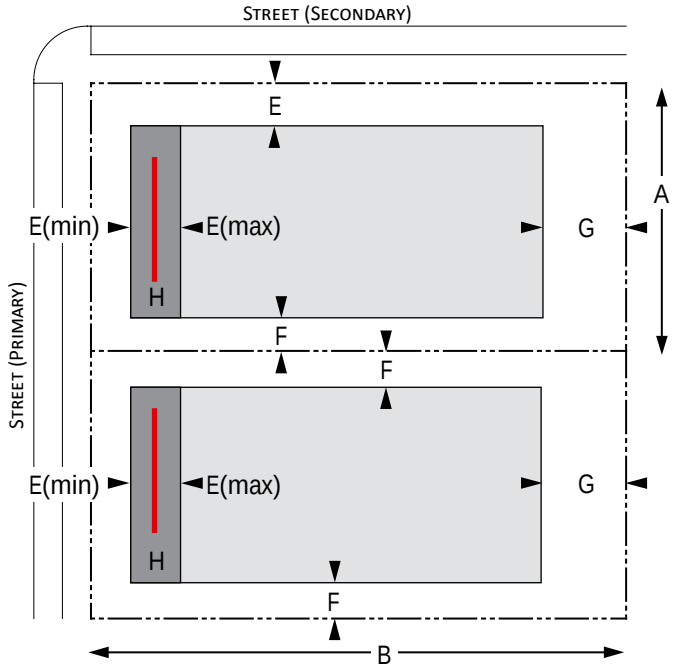
A building lot located and designed to accommodate a building containing government uses.

LOT REQUIREMENTS [as established in Sec. 21.(I).1]	MIN	MAX
A - Lot Width (ft)	--	--
B - Lot Depth (ft)	--	--
C - Lot Size (sf)	--	--
D - Lot Coverage (%)	--	90
BUILDING ENVELOPE [as established in Sec. 21.(I).2]	**MIN**	**MAX**
E - Street Setback (ft)	Refer to Regulating Plan for setback.	
F - Side Setback (ft)	10	--
G - Rear Setback (ft)	15	--
H - Frontage Buildout (%)	--	--
ACC STR ENVELOPE [as established in Sec. 21.(I).3]	**MIN**	**MAX**
I - Street Setback (ft)	30	
J - Side Setback (ft)	10	--
K - Rear Setback (ft)	10	--
L - Building Footprint (sf)	--	800
BUILDING HEIGHT [as established in Sec. 21.(I).4]	**MIN**	**MAX**
M - Principal Building (st)	1	4
N - Accessory Structure(s) (ft)	--	30
PARKING PROVISIONS [as established in Sec. 21.(I).5]		
Location	Zone 2,3, and 4	
PRIVATE FRONTAGES [as established in Sec. 21.(I).6 & (J)]	**Required:**	
	No specific frontage required**	

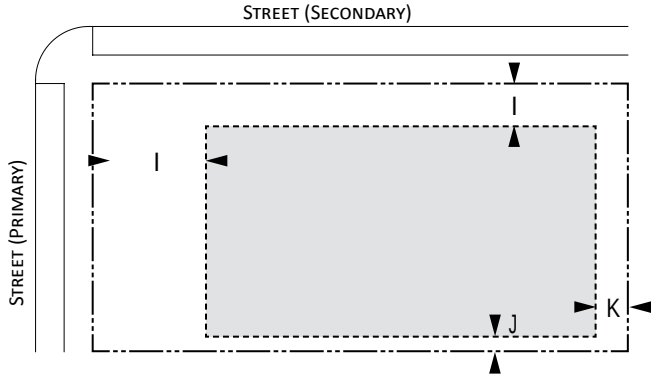


EXAMPLE

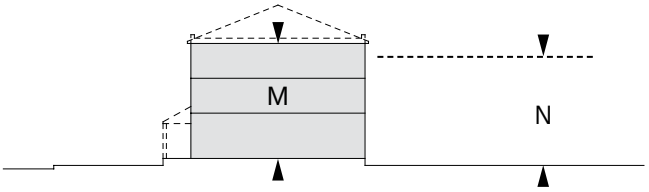
LOT REQUIREMENTS AND BUILDING ENVELOPE



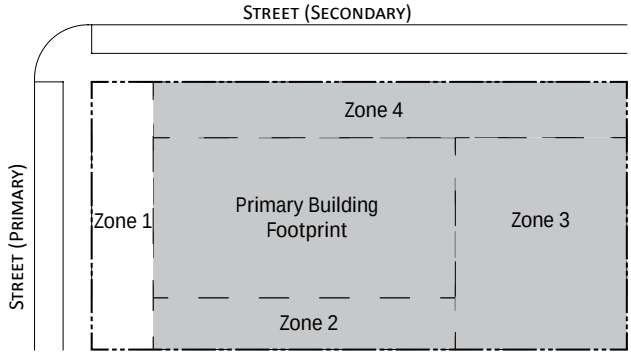
ACCESSORY STRUCTURE ENVELOPE



BUILDING HEIGHT



PARKING LOCATION



(J) Design Standards

Each building type permits one principal building at the frontage and one outbuilding to the rear of the principal building as provided for each lot requirements by building type.

The following private frontages are either required or permitted by building type and/or district as provided in the tables on each building type. The specific parameters for each private frontage are illustrated in this section.

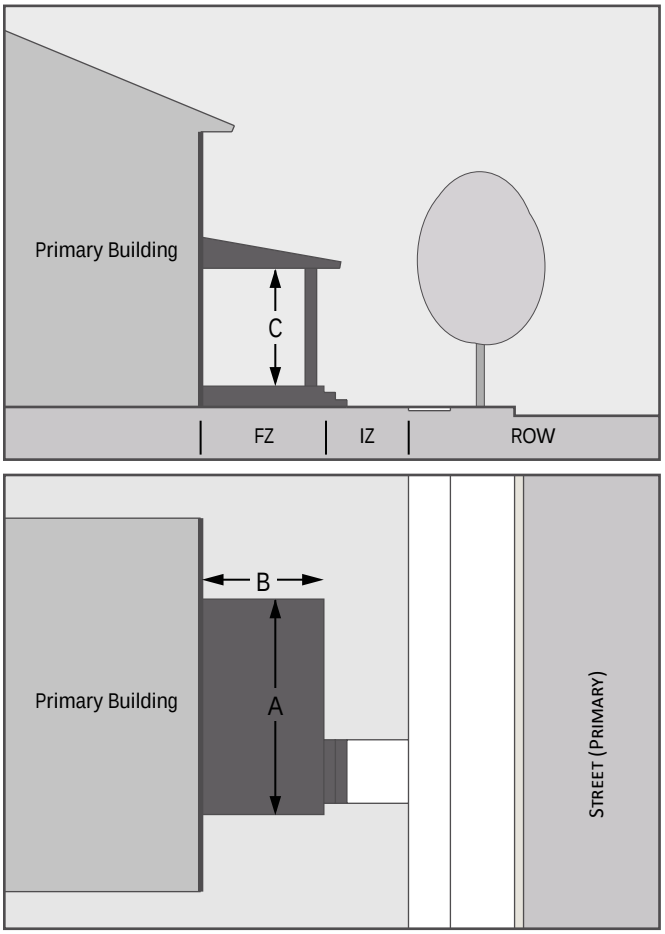
1. Range of Private Frontages:
   (a) Commercial(C)
   (b) Porch (P)
   (c) Stoop (S)
   (d) Forecourt (F)

P PORCH (Sec. (J)1.(a)

e façade is set back from the front lot line per applicable street setback requirements. e façade includes an attached front porch structure. A wide variety of porch designs are possible.

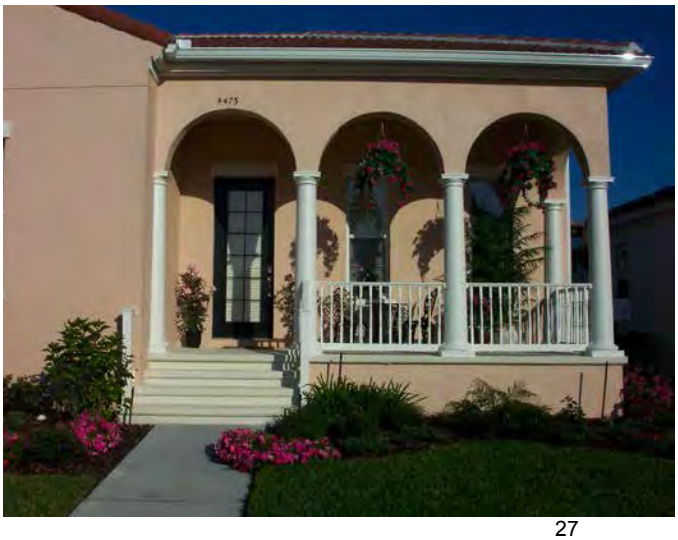
FRONTAGE ZONE (FZ)	MIN	MAX
Porch structure requirements:		
A - Width (clear) (ft)	10	--
B - Depth (clear) (ft)	5	--
C - Height (clear) (ft)	7	--
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







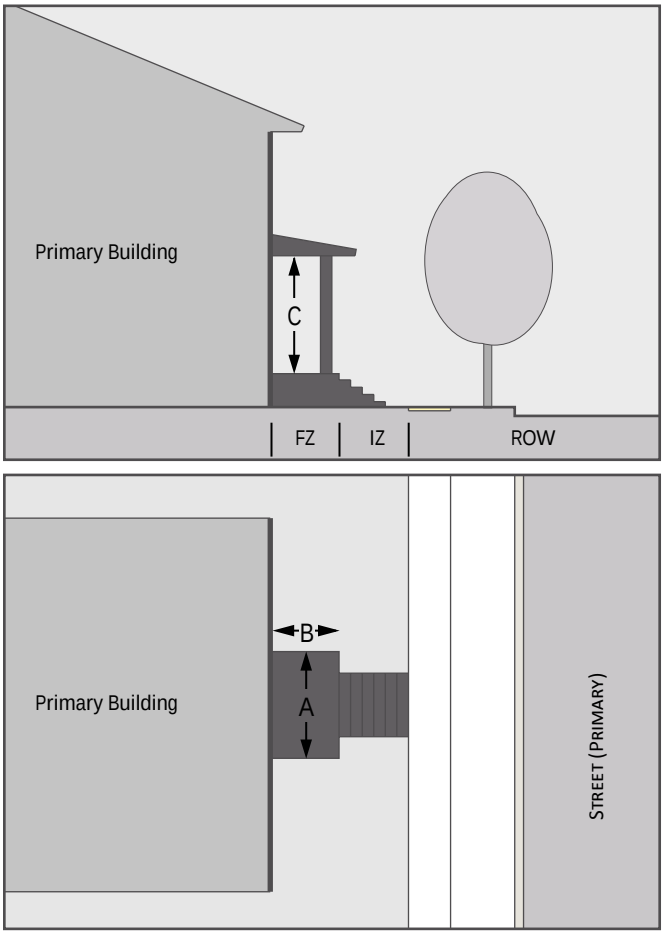


STOOP (Sec. (J)1.(b)

e façade is set back from the front lot line per applicable street setback requirements. e façade includes an attached entry stoop (an elevated landing with stairs) that is placed at or near the front lot line. e ground oor is elevated to provide privacy. e stoop may include a roof.

FRONTAGE ZONE (FZ)	MIN	MAX
Stoop structure requirements:		
A - Width (clear) (ft)	5	8
B - Depth (clear) (ft)	3	8
C - Height (clear) (ft)	7	--
INTERFACE ZONE (IZ)		
Landscape with path (3' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







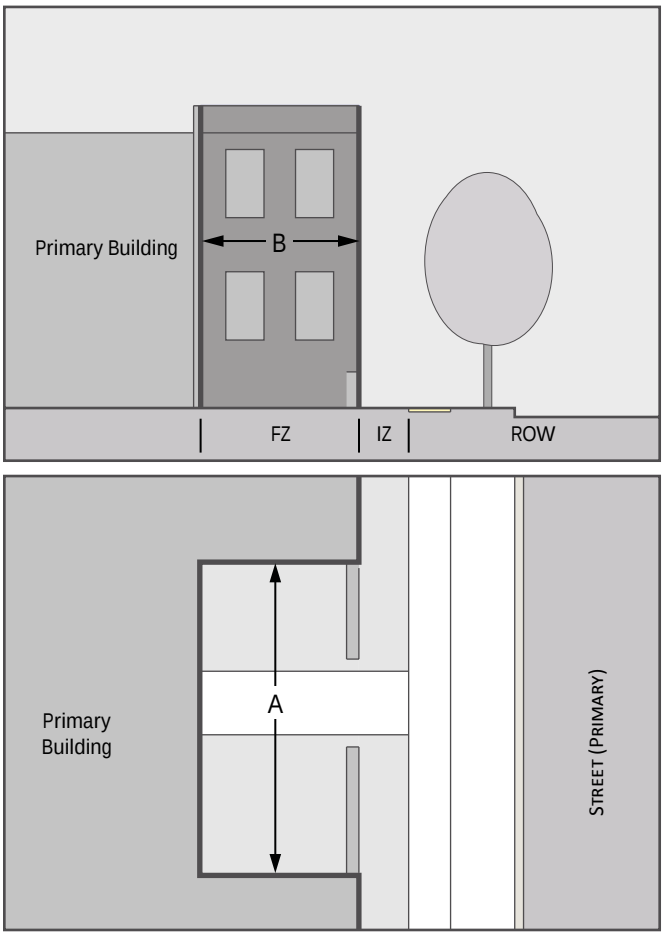


F FORECOURT (Sec. (J)1.(c)

e façade is set back from the front lot line per applicable street setback requirements. A portion of the façade is recessed to form an uncovered court. e court is suitable for outdoor dining, gardens, vehicle drop-o s, formal entries etc.. A fence or wall may be used to de ne the private space of the court. e court may be elevated behind a retaining wall at or near the front lot line with entry steps to the court.

FRONTAGE ZONE (FZ)	MIN	MAX
Courtyard requirements:		
A - Width (clear) (ft)	12	--
B - Depth (clear) (ft)	12	50
INTERFACE ZONE (IZ)		
Landscape with path (6' wide min) from sidewalk to structure		
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







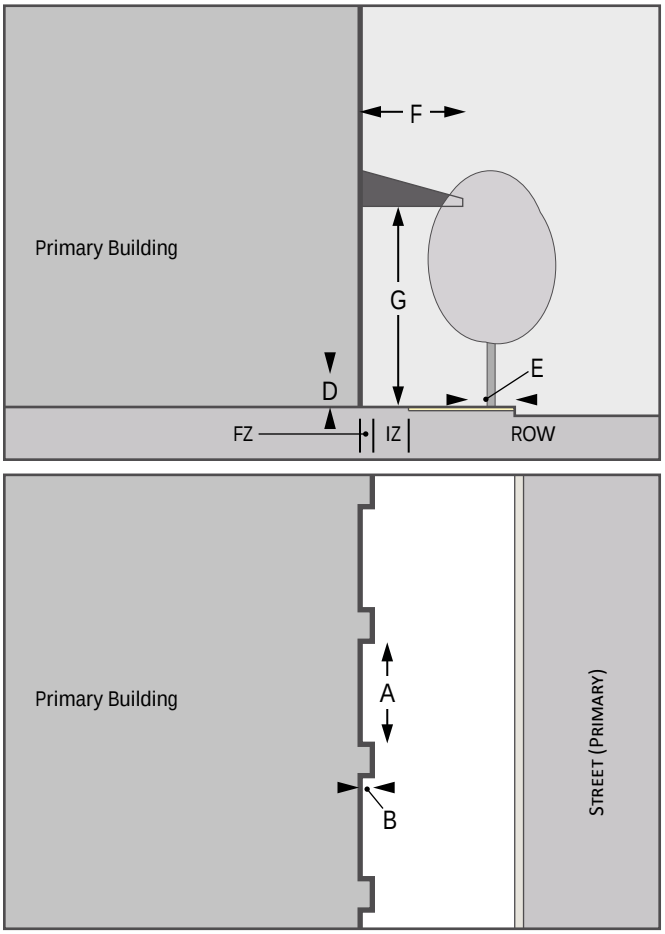
C COMMERCIAL (Sec. (J)1.(d)

e façade is set back from the front lot line per applicable street setback requirements, typically at or near the front lot line with the entrance at sidewalk grade. e façade may include an awning, shed roof, or gallery (a lightweight colonnade with no habitable building space above it) that covers the sidewalk and may extend into the right-of-way.

e facade has a substantial amount of glazing at the sidewalk level. Recessed entrances are acceptable.

FRONTAGE ZONE (FZ)	MIN	MAX
Building facade requirements:		
A - Distance between openings (ft)	--	2
B - Door recess (ft)	--	5
C - Ground floor transparency (%)	60	--
D - Height to bottom of window (ft)	--	2.5
INTERFACE ZONE (IZ)		
Extended sidewalk from right-of-way edge to structure		
OPTIONAL ELEMENTS	**MIN**	**MAX**
AWNING or GALLERY		
E - Setback from curb (ft)	2	--
F - Depth (clear) (ft) *(Gallery min 8')	4	10
G - Height (clear) (ft)	8	--
OTHER REQUIREMENTS		

FRONTAGE ZONE AND INTERFACE ZONE DIMENSIONS







(K) Landscape, Private Frontage Zone Landscaping Non-Residential and Multi-family Residential

The private frontage zones are intended to be used for pedestrian activity and, if not occupied with arcades or galleries, they shall be used as an extension of the sidewalk, as an outdoor seating area, or for street furniture. Landscaping in this area, if provided, shall be in the form of containers and/or planter boxes in scale and consistent with the building mass and architecture. Private Frontage Areas in front of uses that do not require pedestrian interaction along the façade (e.g. churches, offices, multifamily) may be landscaped with a combination of intermediate trees, palms, shrubs, vines and/or ground covers.

(L) Parking Structures

Structured parking shall conform to the following standards

1. Parking structures must be concealed by liner buildings, which are placed between the parking structure and the lot frontage for at least 80% of the width of the parking structure. On lots with multiple frontages, a liner building shall be required along the primary street (A-Grid) and encouraged along the secondary street (B-Grid). The liner building shall meet the following standards:
   (a) The liner building shall have a height greater than or equal to the parking structure.
   (b) The liner building may be detached from or incorporated into the parking structure.
   (c) The liner building shall have a minimum depth of 30 feet along its entire length.
   (d) The portion of the parking garage that is not concealed behind a liner building shall be screened to conceal all internal elements such as plumbing pipes, fans, ducts and lighting. Ramping should be internalized wherever possible. Exposed spandrels shall be prohibited.
2. Vehicle entrances to parking structures shall be located away from primary pedestrian activity areas.
3. Pedestrian access to parking garages shall be provided directly from adjacent streets.
4. Parking garages are exempt from the floor-to-ceiling height requirements.

(M) Mechanical and Service Areas

This section applies to utility and mechanical equipment such as electrical, plumbing, and communications equipment as well as service areas, such as truck parking, waste disposal and loading docks.

1. All mechanical equipment and service areas shall be located behind the façade, integrated into the overall mass of the building, and concealed from view from any lot frontage by parapets or recessed into hips, gables, parapets, or similar features. The design of the screening device shall be compatible with the building style; plain boxes are not permitted.
2. Mechanical/utility equipment and service areas shall not be permitted as encroachments on any required setback.
3. Mechanical/utility equipment may be allowed behind a street wall, if the location of such equipment behind the façade is not feasible.
4. Exhaust air fans and louvers on façades may only be allowed on Secondary Frontages above the first floor.

5. Mechanical equipment on a roof shall be enclosed by parapets or screen walls of the minimum height necessary to conceal it, and a maximum height of five (5) feet.
6. Where such facilities are located adjacent to residential lots, they shall include a visual and solid acoustic buffer.
7. Shopping cart storage shall be located inside the building or shall be screened by a four (4) foot wall consistent with the building architecture and materials.

(N) Drive Thru Establishments

Private frontage standards shall be met for drive thru establishments and must adhere to the following standards.

1. Drive thru lanes shall be located in the rear of the building and not visible from any street.
2. Drive through lanes should be integrated into the building.
3. When access to a drive-thru facility from the rear of a site is not possible, then a side drive-thru is permissible provided that all of the following requirements are met:
    (a) Drive-thru facilities shall be screened to minimize visual and noise impacts to residences and to preclude visibility from any streets or sidewalks. A masonry wall and landscape buffer shall screen drive-thru facilities. The wall shall be one foot higher than the facilities being screened on all sides where access is not needed;
    (b) No portion of queuing or access lanes or driveways shall be located between the building and the street or within 40 ft. from the primary façade of the building; and
    (c) Corner lots, the drive-thru shall be located on the side of the building that is furthest from the corner.

QUALIFICATIONS

ROBERT J. FLETCHER

Mr. Fletcher has been involved in a wide variety of valuation assignments, including market valuation of a wide range of commercial property types. He is also competent in leasehold analyses, partial interests, commercial investment analysis, eminent domain litigation and tax assessment analysis. He has worked throughout Florida.

PROFESSIONAL AFFILIATIONS/MEMBERSHIPS/BOARDS

Appraisal Institute, Full Member
CCIM Institute, Full Member
City of Sarasota Planning Commission (2008-10)

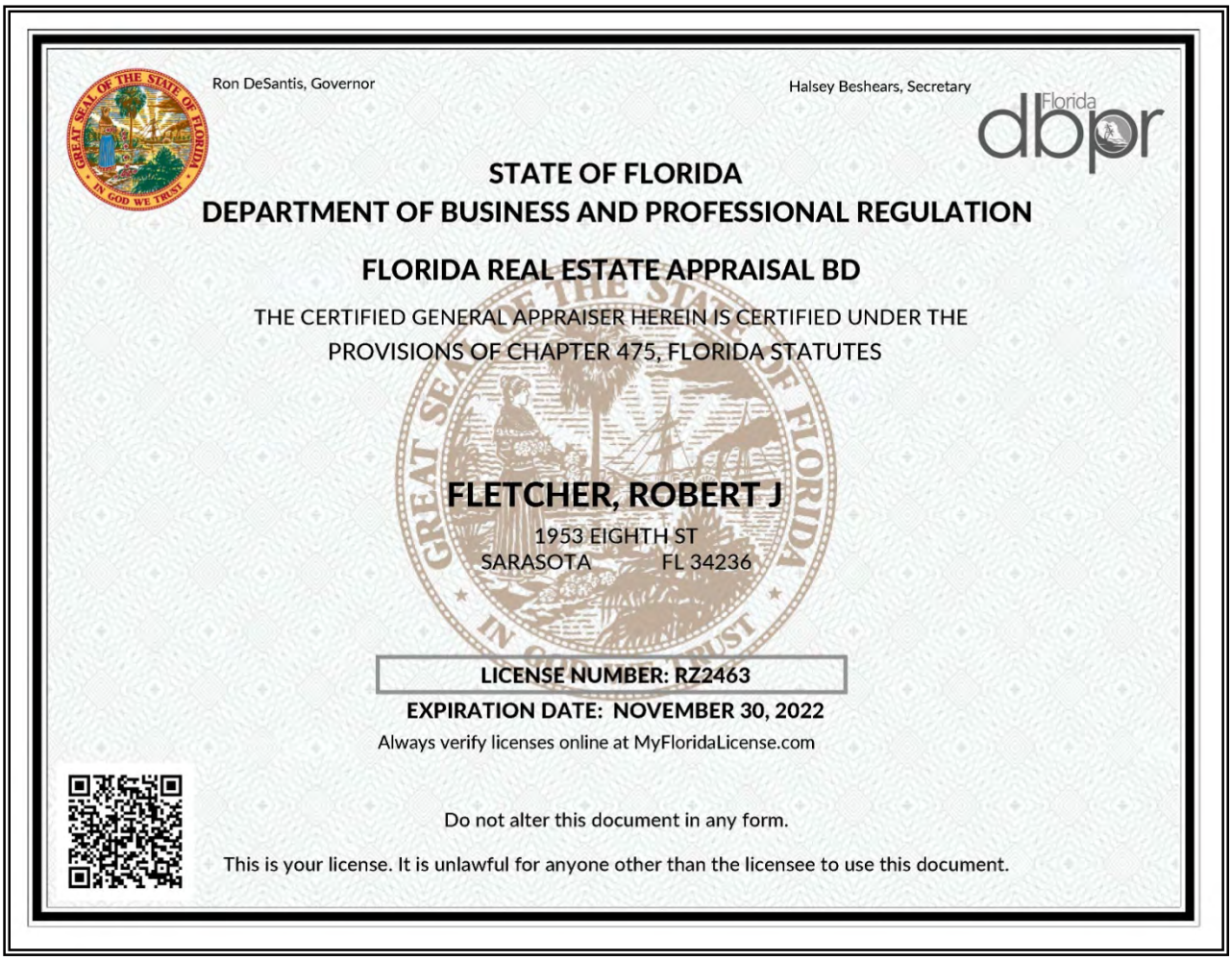
PROFESSIONAL DESIGNATIONS

MAI	-	Member of the Appraisal Institute #12348
CCIM	-	Certified Commercial Investment Manager
AICP	-	American Institute of Certified Planners
RZ 2463	-	Certified General Appraiser, State of Florida

GENERAL AND APPRAISAL EDUCATION

1990 Bachelor of Science in Ecology, Florida State University
1993 Master of Environmental Management in Landscape Ecology, Duke University
1997 Florida Appraisal Board Courses 1, Elgin Real Estate School, Clearwater, FL
1998 Florida Appraisal Board Courses 2, Williamson Real Estate School, Orlando, FL
1999 Florida Appraisal Board Courses 3, Williamson Real Estate School, Orlando, FL
2000 Course 520, Highest and Best Use, Appraisal Institute, Tampa, FL
2001 Course 550, Advanced Applications, Appraisal Institute, Tampa, FL
2001 Course 410, USPAP, Appraisal Institute, Tampa, FL
2001 Course 530, Adv. Direct Sales and Cost Approaches, App. Inst., Orlando, FL
2002 Course 510, Advanced Income Approach, Appraisal Institute, Tampa, FL
2002 Course 540, Report Writing, Appraisal Institute, Greensboro, NC
2002 Course 420, USPAP Standards, Appraisal Institute, Online
2004 Valuation of Wetlands, Appraisal Institute, Ft. Myers, FL
2004 Evaluating Commercial Construction, Appraisal Institute, Atlanta, GA
2004 Analyzing Distressed Real Estate, Appraisal Institute, Online
2005 Demonstration Report Writing, Appraisal Institute, Baltimore, MD
2006 CI 101: Financial Analysis for Commercial Inv. Real Estate; CCIM Inst.
2006 CI 102: Market Analysis for Commercial Inv. Real Estate; CCIM Inst.
2007 CI 103: User Decision Analysis for Commercial Inv. Real Estate; CCIM Inst.
2008 CI 104: Investment Analysis for Commercial Inv. Real Estate; CCIM Inst.
2009 Appraisal of Local Retail Properties, Appraisal Institute, Fort Myers, FL.
2010 USPAP and FL Law Updates and FL Supervisory Role, App. Inst., Tampa, FL.
2010 Business Practices and Ethics, Appraisal Institute, Online
2011 Analyzing Tenant Credit Risk, Appraisal Institute, Bradenton
2012 The Appraiser as Expert Witness: Prep. and Testimony, Appraisal Institute, Tampa
2014 Real Estate Finance and Statistics, Appraisal Institute, Tampa
2015 Eminent Domain Update, CLE International, Tampa
2016 Subdivision Analysis, Appraisal Institute, Sarasota
2016 Operating Expenses, Appraisal Institute, Sarasota
2017 Valuation of Conservation Easements, Appraisal Institute, Orlando
2019 Commercial Leases, Appraisal Institute, Sarasota

CURRENT LICENCE



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

FLETCHER, ROBERT J
1953 EIGHTH ST
SARASOTA FL 34236

LICENSE NUMBER: RZ2463
EXPIRATION DATE: NOVEMBER 30, 2022
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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SITE DATA:

GENERAL STATEMENT

THIS PROJECT, LOCATED AT THE SOUTH-WEST CORNER OF FLORIDA AVENUE AND ROSA L JONES DRIVE IN THE CITY OF COCOA, INCLUDES THE CONSTRUCTION OF A COMBINATION OF ONE, TWO AND THREE STORY TOWNHOME UNITS TO TOTAL 58 PROPOSED UNITS. A COMMERCIAL BUILDING AREA AT THE CORNER OF ROSA L JONES DRIVE AND FLORIDA AVENUE IS ALSO PROPOSED. AMONG OTHER ITEMS THE PROPOSED IMPROVEMENTS INCLUDE NEW WATER AND SEWER SERVICES CONNECTED TO THE EXISTING CITY OF COCOA INFRASTRUCTURE, DRY RETENTION FOR STORMWATER TREATMENT, OUTDOOR ACTIVITY AREAS, VISITOR PARKING AND SIDEWALK CONNECTIONS TO THE RIGHT OF WAY.

CONTACT INFORMATION

OWNER
THE VILLAS OF COCOA VILLAGE, LLC
TOMMY BARRAZA
P.O. BOX 140882
ORLANDO, FL 32814
TEL: 407-496-5988
EMAIL: TOMMY@THEVILLASOFCOCOAVILLAGE.COM

ARCHITECT:
PHIL KEAN DESIGN GROUP
PHIL KEAN
912 WEST FAIRBANKS AVE
WINTER PARK, FL 32789
TEL: 407-599-3922
EMAIL: PHIL@PHILKEANDESIGNS.COM

CIVIL ENGINEER:
ERIN L. TRAUGER, P.E.
P.O. BOX 360253,
MELBOURNE, FL 32936-0253
TEL: 321-652-5316
E-MAIL: ERIN.TRAUGER@GMAIL.COM

SITE DATA
TOTAL ACREAGE: 4.93 ACRES
FUTURE LAND USE: MIXED USE
ZONING CLASSIFICATION: CC
OVERLAY DISTRICT: COCOA WATERFRONT OVERLAY DISTRICT

PARKING SPACE CALCULATIONS
PARKING REQUIRED FOR TOWN HOME UNITS:
TOWNHOME PARKING REQUIREMENTS ARE 2 SPACES PER UNIT
58 UNITS AT 2 SPACES PER UNIT= 116 SPACES
PARKING PROVIDED FOR TOWNHOME UNITS:
2 PARKING SPACES PER TOWNHOME (INCLUDING TWO GARAGE SPACES FOR EACH UNIT) = 116 SPACES

ADDITIONAL PARKING PROVIDED THROUGHOUT COMMUNITY:
11 PARALLEL PARKING SPACES ALONG HUGHLETT AVE
10 PARKING SPACES INTERNAL TO THE PROJECT
8 PARKING SPACES ADJACENT TO ROSA L JONES DRIVE
TOTAL PARKING SPACES PROVIDED BY THE VILLAS AT COCOA VILLAGE = 29 SPACES

LEGEND:

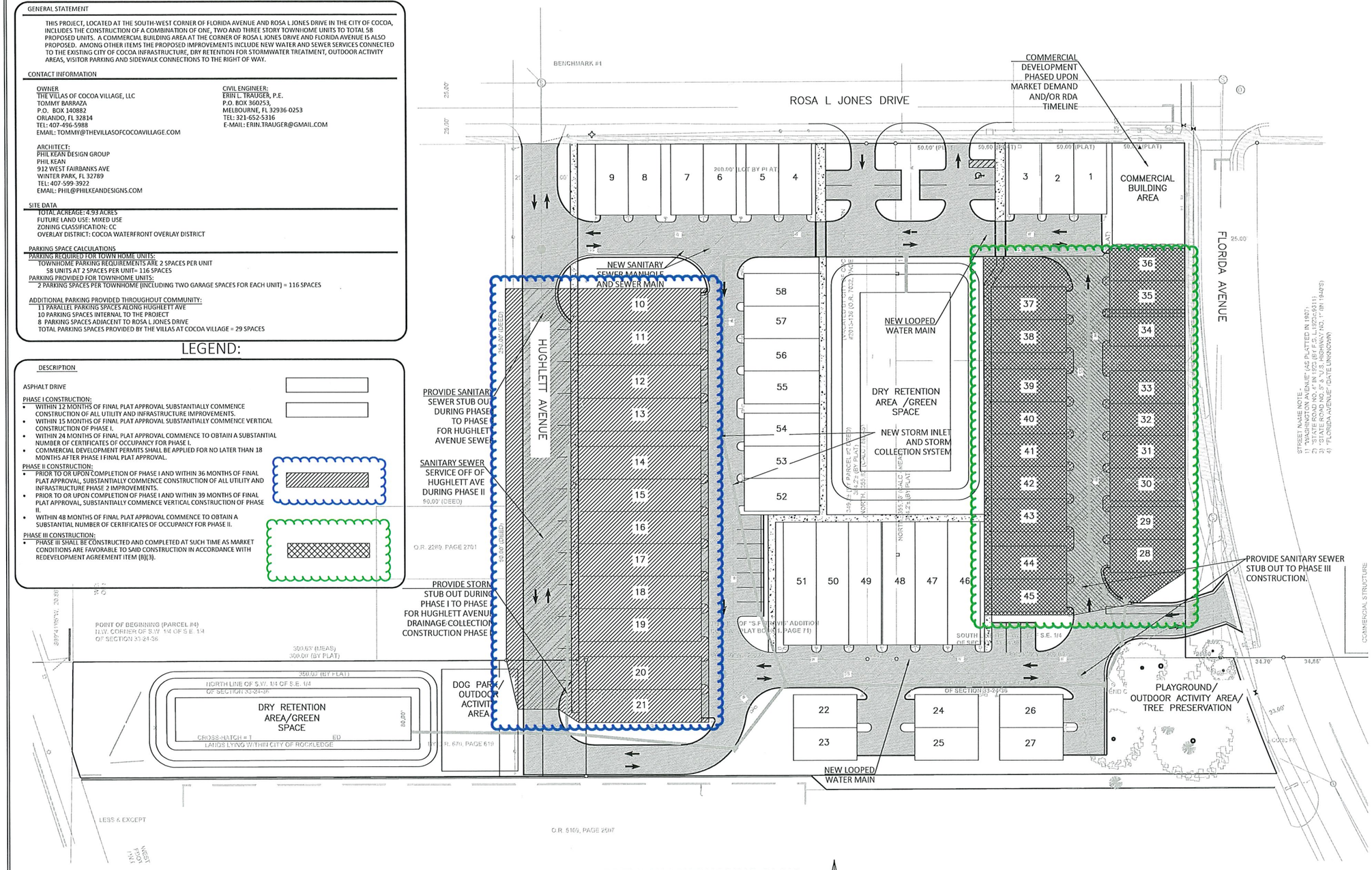
DESCRIPTION

ASPHALT DRIVE

PHASE I CONSTRUCTION:
- WITHIN 12 MONTHS OF FINAL PLAT APPROVAL SUBSTANTIALLY COMMENCE CONSTRUCTION OF ALL UTILITY AND INFRASTRUCTURE IMPROVEMENTS.
- WITHIN 15 MONTHS OF FINAL PLAT APPROVAL SUBSTANTIALLY COMMENCE VERTICAL CONSTRUCTION OF PHASE I.
- WITHIN 24 MONTHS OF FINAL PLAT APPROVAL COMMENCE TO OBTAIN A SUBSTANTIAL NUMBER OF CERTIFICATES OF OCCUPANCY FOR PHASE I.
- COMMERCIAL DEVELOPMENT PERMITS SHALL BE APPLIED FOR NO LATER THAN 18 MONTHS AFTER PHASE I FINAL PLAT APPROVAL.

PHASE II CONSTRUCTION:
- PRIOR TO OR UPON COMPLETION OF PHASE I AND WITHIN 36 MONTHS OF FINAL PLAT APPROVAL, SUBSTANTIALLY COMMENCE CONSTRUCTION OF ALL UTILITY AND INFRASTRUCTURE PHASE 2 IMPROVEMENTS.
- PRIOR TO OR UPON COMPLETION OF PHASE I AND WITHIN 39 MONTHS OF FINAL PLAT APPROVAL, SUBSTANTIALLY COMMENCE VERTICAL CONSTRUCTION OF PHASE II.
- WITHIN 48 MONTHS OF FINAL PLAT APPROVAL COMMENCE TO OBTAIN A SUBSTANTIAL NUMBER OF CERTIFICATES OF OCCUPANCY FOR PHASE II.

PHASE III CONSTRUCTION:
- PHASE III SHALL BE CONSTRUCTED AND COMPLETED AT SUCH TIME AS MARKET CONDITIONS ARE FAVORABLE TO SAID CONSTRUCTION IN ACCORDANCE WITH REDEVELOPMENT AGREEMENT ITEM (B)(3).



PRELIMINARY PHASING PLAN
1"=30'

30' 0' 30' 60'

REVISION | DATE | REV#

ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE VILLAS OF COCOA VILLAGE
COCOA, FL
PRELIMINARY PHASING PLAN

ERIN L. TRAUGER
FL P.E. #65579

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DATE:	4-17-20
SECTION:	33
TOWNSHIP:	24S
RANGE:	36E
SCALE:	1"=30'
DRAWING NO.	EX-1
PROJECT:	19-113



Project Proposal

Prepared for: COCOA COMMUNITY REDEVELOPMENT AGENCY

Prepared by: THE VILLAS OF COCOA VILLAGE, LLC

March 5th, 2018

Proposal Location: 915 Florida Ave (FKA Oaks Mobile Home Park)

Cocoa, Florida 32922

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Introduction

Our team proposes to utilize the existing land near the historic Cocoa Village ("The Village") to construct sixty four for sale and fee-simple town-homes along with a signature corner 3 story commercial building. Current studies and local real estate experts believe there are several interested buyers patiently waiting to purchase a town-home with the design aesthetics, price range, square footage and location offered by our team. These town-homes present a so-called gentle density, adding more residents to the city without introducing large apartment buildings. And the economics are smart for the city as well, as property tax revenue per acre is significantly greater with town homes than single-family dwellings.

Target Market

The niche market is built primarily of snow birds, young professionals (from the thousands of new jobs coming into the area), down-sizing couples and other residents who appreciate sustainable practices, walkable communities, and historic design who are looking to enjoy the cultural and other amenities that the community around this project will provide.

Benefits of Area

Residents will have quick easy access to US1, be under 10 minutes to beaches and other world attractions such as the Kennedy Space center, or be just a short drive away from Orlando and it's attractions.

Most importantly they will live in the Historic Cocoa Village and enjoy an atmosphere like no other with a short stroll to:

- Boutique Shopping
- The Riverfront Park
- Indian River
- City Hall
- Post Office
- Central Brevard Library
- The Civic Center
- Restaurants
- Entertainment & so much more!

Jobs Creation

During construction and implementation of the project, several hundred temporary jobs will be created that will help boost the local economy. While this in turn is not a direct permanent job creation, the addition of new residents will bring more spending to Cocoa Village which shall not only help to boost existing business but also attract new ones.

It is assumed a percentage of units will be owned by seasonal owners that will only come down during the winter and decide to place their units with management companies that will rent them out when not in use, this along with the property having common areas that will need to be maintained and cared for we estimate will create a good number of permanent jobs. Finally the commercial space we are creating will also create permanent jobs which will help increase the employment impact of the project.

Green Solutions

We understand that sustainability is about saving the environment with minimal carbon footprint and maximum resource conservation. For owners, green construction is about capturing energy efficiency savings and achieving maximum return on investment.

Our intent is to incorporate environmentally friendly construction methods, sustainable materials, and energy efficient systems into the overall project, aiming to receive GREEN certification.

Neighborhood Area Integration

In further demonstrating our commitment to the project, we have a signed Memorandum of Understanding with the land owner of 6 Rosa L Jones to incorporate the Real Estate development and construction of his lot into our project. This will integrate that property into our proposal's urban frame which is of pivotal importance to maintaining cohesion in the area and the further blending of these properties with the historic village to serve as the catalyst in this portion of Cocoa Village. (*Exhibit H shows our site design for both properties)*

Proposal

THIS PROPOSAL WAS ASSEMBLED AND DESIGNED TO DELIVER A WORLD-CLASS DEVELOPMENT CREATING A SPECTACULAR COMMUNITY WHICH WILL NOT ONLY BE AN INVALUABLE ASSET TO THE NEIGHBORHOOD AROUND THE VILLAGE, BUT WILL ALSO ESTABLISH A NEW STANDARD FOR GREEN-SUSTAINABLE AND ADAPTIVE-REUSE RESIDENTIAL DEVELOPMENTS IN COCOA VILLAGE AND THE SURROUNDING AREAS.

Proposal Requirements

1) Detailed account of proposed terms and purchase price:

Preferred Option

The preferred option demonstrates the commitment from the City and CRA to the success of the development. It also ensures that their vision is maintained by the Proposer throughout the project to remain in line with the Cocoa Waterfront Overlay District and substantially add to the historic and cultural charm of Cocoa Village.

- Total Purchase Price $1,040,000.00 (Currently appraised at $750,000.00)
- City to re-zone and re-designate land to have 65 individual fee simple lots and approximately 33,700 sq ft of common areas (number of lots may change once master plan is agreed upon by the parties, but it shall not change the total purchase price proposer is offering in this option).
- Purchase price shall be paid in 65 equal payments of $16,000.00 that will be paid to CRA and lot transferred to new owner at closing of each unit (there should be no restriction for proposer to

purchase all or additional individual lots prior to build or new owner closing). All lots shall be paid in full within 26 months from signing of purchase agreement.

- Upon acceptance of proposal, parties will work diligently and in good faith to draft a purchase agreement that reflects the intention of this preferred purchase option within 60 calendar days.
- It is intended the CRA realize a total net proceed of $290,000.00 above the current appraised value of $750,000.00. This extra amount may ONLY be reduced by an incentive clause, to be agreed by the parties, with an accelerated buy down schedule.
- The parties shall work diligently and in good faith to draft a master development plan that shall be agreed upon within 60 calendar days after acceptance of proposal.

We request that any credits available for impact or other fees for water or sewer service available on the property will be transferred or passed through to the Proposer.

Secondary Option

- Total Purchase Price $750,000.00 (Currently appraised at $750,000.00)
- Upon acceptance of proposal, parties will work diligently and in good faith to draft a purchase agreement that reflects the intention of this proposal within 60 calendar days.
- The parties shall work diligently and in good faith to draft a master development plan that shall be agreed upon within 60 calendar days after acceptance of proposal.

We request that any credits available for impact or other fees for water or sewer service available on the property will be transferred or passed through to the Proposer.

2) Resume of Proposer's previous experience identifying not less than five (5) years of experience directly related to the proposed use/project type:

- See Page **10** for Builder Biography/Resume and examples of past and current projects.

- See Page **19** for Architecture and Design firm Biography/Resume and Awards.

3) Concept or theme that does not severely duplicate or compete with any other business but would add to and or complement the current market enhancing the vitality and vibrancy of Cocoa Village:

- The focus of the project has been making the development an extension of The Village, incorporating architectural features of buildings currently in the historic area. Residents will feel they are part of The Village and enjoy it's unique lifestyle and charm.
- Each town-home will be approximately 1200-2000 square feet in size and reflect the architectural details drawn from The Village.
- Project will bring beautiful two-story and three-story town-homes with low maintenance exteriors, attached and detached 2 car garage, optional roof top decks, optional private courtyard with or without pool, green areas and so much more.
- Commercial space built into the project with design elements of the village that will attract more visitors and help to further integrate the area with the rest of the historic Cocoa Village.
- The use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC, and optional roof top solar panels will be the best way to offer green solutions and achieve GREEN certification.
- Incorporating the development and construction of the lot across subject property will further complement the project and further ensure that the vision the CRA has for the area is maintained.

4) Time periods for commencing and completion construction:

- Purchase Agreement signed within 60 calendar days of Proposal Acceptance.
- The Villas of Cocoa Village Master Development Plan approved within 60 calendar days of Proposal Acceptance.
- Submission of permitting requests within 30 calendar days of signing Purchase Agreement and Master Development Plan Approval.
- Construction begins on or before July 15, 2018 (if quick start permits are issued).
- Completion 24 months from Proposal Acceptance.

5) Estimated development cost, and verifiable evidence of financial capability:

- Each unit has an approximate cost of $150,000.00. This number varies with owner selected options. Approximate development costs between $10,000,000.00 - $12,000,000.00.
- See Exhibit **D** for Proforma
- See Exhibit **E/F** for bank letter on evidence of creditworthiness and financial capability to obtain financing of construction.

6) A design, with scaled drawings that demonstrates the project will meet design criteria required by current zoning requirements:

- See Exhibit **H** for RFP Site Plan Parcel 24-36-33-80-00023 0-0000.00
- See Exhibit **R** for RFP Companion Site Parcel 24-36-33-00-00755

7) A colored rendering of the site and front, back, side elevations of building (s) and decorative structures such as hardscape features and entrance signs:

- See Exhibit **I/J/K/L/M/N/O/P/Q/R** for Elevation Renderings
- See **USB Flash Drive** for 3D Animated Fly Around

8) A primary contact name and numbers including phone, fax and email:

- TOMMY BARRAZA, PROJECT PRESIDENT
  PO BOX 140882
  Orlando Fl 32814
  407-496-5988 Phone
  407-650-2965 Fax
  tommy@thevillasofcocoavillage.com

9) A list of any previous City-project or project funded in while or in part by the city that the Proposer or any member of the Proposer's team was involved with, whether directly or indirectly:

- Robert Harvey has been involved in the redevelopment and restoration of the Broadmoor Acres neighborhood – one of Cocoa's original planned neighborhoods. To date, the Broadmoor Acres Community Restoration and Preservation organization (BACRAP) has successfully turned more than a dozen homes from slum lord rentals and drug dealer hangouts into owner-occupied housing. Bob and his wife Connie have personally invested a considerable amount of funds to the project. BACRAP, a 501 (c) 3, of which Bob is the Chairman of the Board, also owns 5 vacant lots and is ready to begin construction of new starter homes. BACRAP has worked in close cooperation with the City of Cocoa on this project. Bob's involvement in the Broadmoor Acres restoration project proves his successful ability to work with the City of Cocoa to improve housing and foretells the future success of The Villages of Cocoa Village.

10) A signed proposal form:

- See Exhibit **G** for Signed Form

Preferred Items

1) Description of the development and management team, including description of proposer entity:

- As is standard practice among real estate projects, the legal entity through which the project will be completed will be a Limited Liability Company ("LLC") which has been formed for this project. This LLC was named, The Villas of Cocoa Village, LLC. Robert Dietz, Robert Harvey and Tommy Barraza are members of said LLC as described below:

Organizational Structure

TOMMY BARRAZA
President, The Barraza-Marin Group (Real Estate Developer)
Managing Partner, The Villas of Cocoa Village, LLC
PROJECT PRESIDENT

ROBERT "BOB" DIETZ
Principal, Veneto Builders, LLC (Builder)
Partner, The Villas of Cocoa Village, LLC
PROJECT CHIEF OPERATIONS OFFICER & VP

ROBERT HARVEY
Partner, The Villas of Cocoa Village, LLC
PROJECT VP PUBLIC RELATIONS & GOVERNMENTAL AFFAIRS

- See Exhibit **A/B** for State of Florida Certificates of Business Filings

- See Exhibit **C** for Commitment Letter

Development Team

- **ROBERT "BOB" DIETZ PROFESSIONAL BIOGRAPHY**

For over 45 years Robert "Bob" Dietz has led the building and construction industry with absolute integrity, superb quality and a true dedication to excellence in every project.

Married to Patti and proud father of two, Bob has been a Florida resident the majority of his life.
Bob has a continuously growing list of accomplishments with longstanding success and reputation in the community. He began his career at an early age which has allowed him to work in all aspects of residential and commercial construction to include management and consulting. He has been trusted by several banks and lenders for inspection services and periodic site work visits and hired by engineering firms to assist in Residential and Commercial projects which further validates his abilities and qualifications in the construction and building industry.

CONSTRUCTION RESIDENTIAL & COMMERCIAL

100 + UNITS **VALUE 50 + MIL**

Potomac Co. MD	**10 Units**	**(Residential)**
NW Orange County, FL Subdivision	**5 Units**	**(Residential)**
Lake Hill Woods, FL Subdivision	**12 Units**	**(Residential)**
Old Church Downtown Orlando, FL	**5 Units**	**(Residential)**
Townhomes Downtown Orlando, FL	**20 Units**	**(Residential)**
Phil Kean Designer Home Orlando, FL	**1 Unit**	**(Residential)**

Various Custom Homes Orlando, FL	**30 Units**	**(Residential)**
Five Story Townhomes Lake Eola, Orlando	**5 Units**	**(Residential)**
Thornton Park Designer Townhomes	**2 Units**	**(Residential)**
Various Restorations & Renovations	**Multiple Units**	**(Residential)**
Two Story Commercial Strip Orlando, FL	**Multiple Spaces**	**(Commercial)**
Expansion / Renovation Commercial	**Multiple Spaces**	**(Commercial)**

LICENSES

State of Florida Certified General Contractor License 1151828

State of Florida Certified General Contractor License 1519617

EDUCATION

Winter Park High School

Civil Engineering University of Central Florida

State of Florida Continuing Education Courses

AWARDS

2017 Parade of Homes Old Church Restoration Project

2016 Parade of Homes Old Church Restoration Project

2016 Orlando Historic Preservation Award

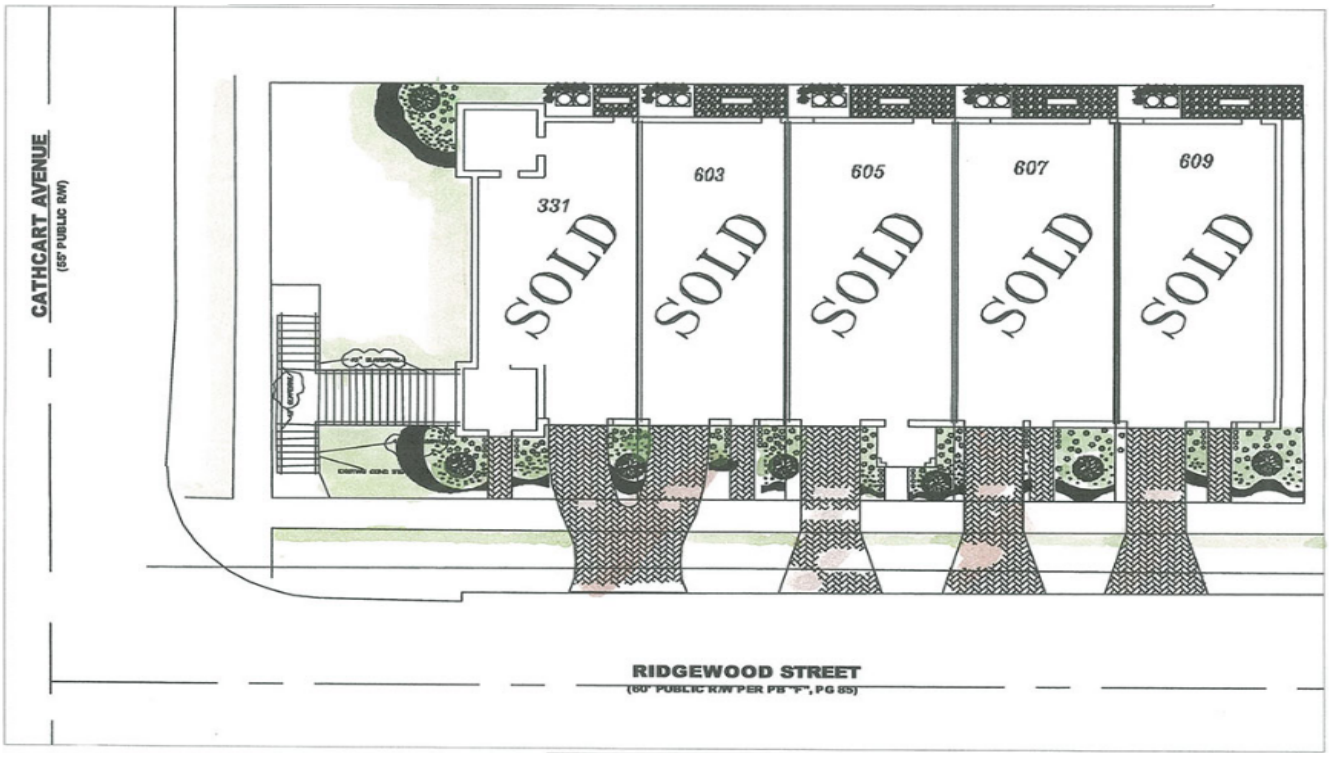
EXAMPLES OF PAST WORK





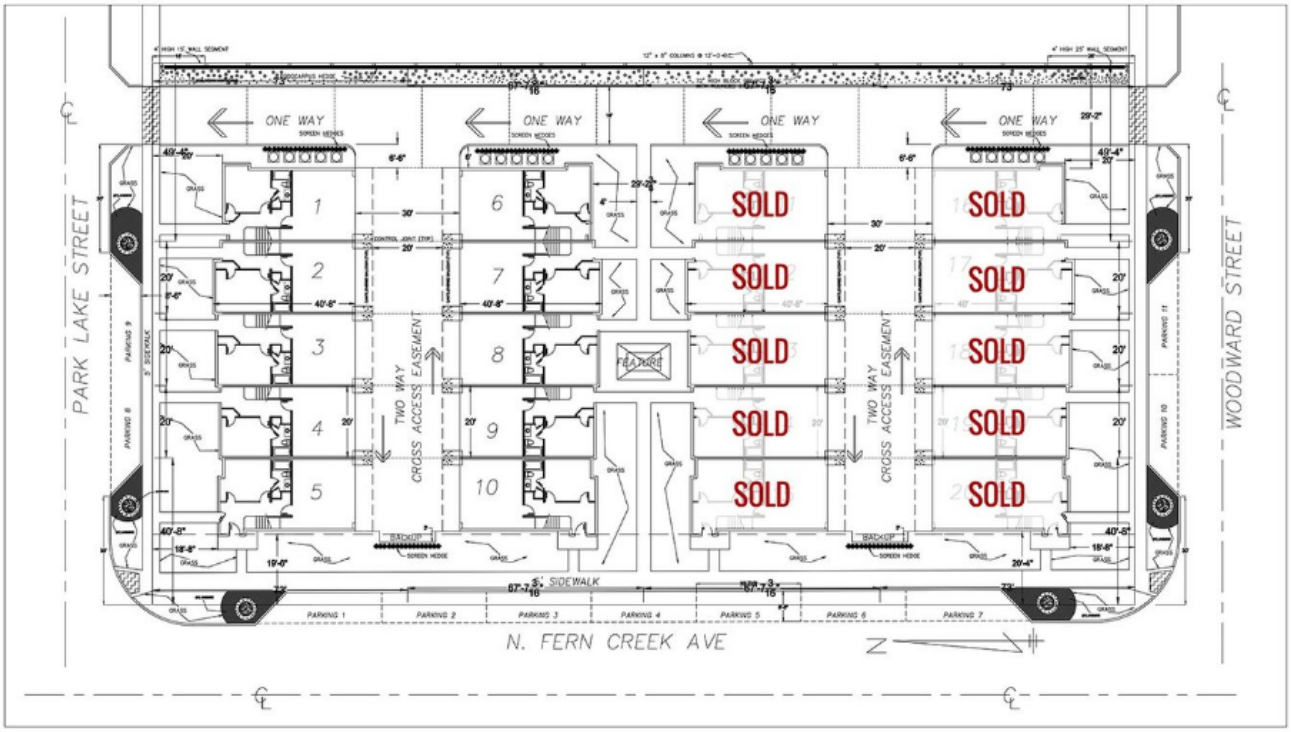






EXAMPLES OF PAST WORK





EXAMPLES OF PAST WORK







- **TOMMY BARRAZA PROFESSIONAL BIOGRAPHY**

Tommy Barraza is currently a Captain and Airline Transport Pilot logging over 10,000 flight hours with Type Ratings in Boeing 757/767, Airbus 320, DC90/MD80, Embraer 120, and Jetstream 3100 aircrafts, an Aviation Consultant, with experience and knowledge in the start and creation of US Federal Aviation Administration Certificated Air Carriers under part 135 & 121 of the code of regulations, and a businessman with experience in a diversified portfolio of businesses and ventures.

Captain Barraza studied abroad in his early years and was in the prestigious Chilean Airforce Academy where he obtained his Bachelors degree. He later returned to the U.S. to pursue his career in commercial aviation. Involvement in family business from a young age helped him acquire the discipline needed to secure his first airline management job early in his career. Barraza moved up the ranks very quickly to become Director of Operations for an air carrier at the age of twenty three. It is believed he was the youngest Director of Operations under Part 119 of the Federal Aviation Regulations, with the responsibility for the safe operation of the airline, operational control over 100 flights a week, maintaining a close working relationship with the Federal Aviation Administration and most importantly negotiating multi-million dollar deals in aircraft and government airport contracts.

At the age of 25, Captain Barraza successfully started his own FAA Certificated airline in 2003, which operated flights inside the United States and the Caribbean. His company had a fleet of 30 and 19 seat transport category aircrafts that initially operated only charter flights. With Barraza's unique management style and think-outside-the-box leadership capabilities, the airline later expanded to include scheduled flights to several destinations. Between 2003 and 2006 he also successfully started and sold several other businesses and in 2007 received an offer to sell his airline.

Captain Barraza accepted employment at Allegiant Air in October of 2007 and recently celebrated his 10 year anniversary with the carrier. His business ventures since, have been mostly in real estate. He has purchased and sold multiple properties, been part of renovation projects of all sizes, and also invested in purchases of land to develop overseas. He has developed a strong network of contacts that include investors, banks, real estate brokers and agents who are ready to be part of any project he is involved with.

- **ROBERT HARVEY PROFESSIONAL BIOGRAPHY**

Robert D. “Bob” Harvey is currently an airline pilot, author and businessman living in Cocoa, Florida and the elected Commissioner to the Canaveral Port Authority, serving district #4.
Col Harvey retired from the Air Force in December, 2009 after serving for more than 33 years of active service, including combat tours in DESERT STORM and IRAQI FREEDOM. After retiring, Col Harvey served as Vice President of Plans and Development for AAR Airlift Group in Palm Bay and as the Director of Business Development and Safety for Atom Airways in Melbourne, Florida. He is currently a Captain with Allegiant Airlines and a Commissioner for Port Canaveral, Florida.
Colonel Harvey is both a former US Army Helicopter pilot with more than 1000 hours in the UH-1 and a former US Air Force Fighter Pilot with more than 3100 hours in the F-16 including 160 combat hours. He was awarded the Defense Superior Service Medal, the Distinguished Flying Cross with valor, a Bronze Star, five Air Medals and earned the 1993 Air Force Koren Kolligian Jr. Trophy for an emergency engine-out landing of his crippled F-16. During his career, Col Harvey commanded an F-16 fighter squadron and Air Operations Group. He is a National Defense Fellow and a graduate of the USAF Fighter Weapons School. He served as an analyst on the Joint Staff at the Pentagon in Washington, DC, and was a senior Air Advisor to the overall Army commander during the Iraq war. His last active duty assignment was as Chief of Standardization and Evaluation for U.S. Central Command Air Forces and 9th Air Force.

He also currently serves on the Board of Directors for Save our Heroes, a non-profit organization he helped establish to support and defend wrongfully accused and convicted military members. He also serves on the board of directors of the Central Brevard Humane Society, the Air Force Space and Missile Museum Foundation at Canaveral Air Station, and also at a non-profit Community Restoration and Preservation project.

Colonel Harvey has authored two books: THE WHOLE TRUTH, The Tainted Prosecution of an American Fighter Pilot, available on Amazon.com, and COCOA, FLORIDA, a History, available on The Arcadia Publishing and Amazon websites.
As an Air Force active duty officer, Bob was assigned multiple projects throughout his career. During one such assignment, Bob was assigned as overall project and program manager for the construction and remodel of 6 buildings with significant special security requirements and international relations implications. Four buildings were remodels while two were ground-up construction. As overall project and program manager, Bob brought the entire contract in under budget and under the time limit. The project / construction was with local German contractors operating on an American air base in Germany. The successful facilitation required and achieved between base contracting, design and construction, and the local German workers is indicative of Bob’s capabilities to complete a project utilizing a diverse team on a complicated government project and demonstrates his ability to produce in a timely manner.

PHIL KEAN
ARCHITECTURE
CONSTRUCTION
INTERIORS

- **PHIL KEAN AND PHIL KEAN DESIGN GROUP PROFESSIONAL BIOGRAPHY**

Named 2017 “Builder of the Year” by the Orlando Business Journal and named 2016 “Builder of the Year” by The Florida Association of the American Institute of Architects,

Phil Kean Design Group is an award-winning, design-driven Architecture, Residential Construction and Interior Design firm located in Winter Park, Florida. Led by the talents of Architect, Certified Residential Contractor, and Licensed Interior Designer Phil Kean, PKDG specializes in designing one-of-a-kind, luxury residences with extraordinary attention to design detail. The firm provides Architectural and Interior Design services worldwide and Construction services in the central Florida area and its beaches.

Beginning with a worldview of architecture and incorporating design for specific locations and topography, each PKDG design is customized to satisfy the distinctive requirements and unique lifestyle of each client. The firm’s niche is modern architecture inspired by the likes of Frank Lloyd Wright, Neutra, Schindler, Le Corbusier, and Meier. In addition, PKDG features Transitional, Traditional, Tuscan, and Spanish Mediterranean inspired home designs to meet the client’s architectural tastes.

PKDG homes reflect Phil’s signature approach to spatial and functional design, seamless transitions of indoor and outdoor living spaces, and sustainable construction. Each PKDG home is delivered with a level of design and creativity that surpasses the client’s highest expectations.

PKDG has been in business for over 13 years focusing on new residential construction and whole-house renovations. PKDG is unique in that it takes projects from architectural concept through construction and interior design. This synergistic approach allows accuracy and consistency of the vision to be maintained with onsite fine-tuning of sometimes-evolving architecture as the home unfolds. Each home is the result of a close and very personal collaboration from concept until the client’s complete satisfaction.

President, Phil Kean, studied at **Harvard University** and Washington University to earn his Masters of Architecture (MArch) and Business Administration (MBA). Phil is a Licensed Architect (AR95091), Certified Residential Contractor (CRC1327855), Licensed Interior Designer (ID6290) and a **Certified Green Professional**. Phil is the Immediate Past President of the Master Custom Builder Council, member of the American Institute of Architects (AIA), American Institute of Building Design (AIBD), American Society of Interior Designers (ASID), National Association of Home Builders (NAHB), Greater Orlando Builders Association (GOBA), **Florida Green Building Coalition-Central Florida Chapter, and the U.S. Green Building Council**. His homes have been featured in Florida Design, Robb Report, on Dwell.com and Architectural Digest.com.

PHIL KEAN

ARCHITECTURE
CONSTRUCTION
INTERIORS

PHIL KEAN AND PHIL KEAN DESIGN GROUP ACCOLADES:

2018 Awards to date…

Best Homebuilder, Ovation Awards - Winter Park Chamber of Commerce

Best Real Estate Agency, Ovation Awards - Winter Park Chamber of Commerce

2017 Awards

Best Local Homebuilder, Readers' Choice Awards - *Orlando Business Journal*

Best Interior Design Firm, Readers' Choice Awards - *Orlando Business Journal*

Best Local Residential Real Estate Firm, Readers' Choice Awards - *Orlando Business Journal*

"Builder of the Year", Residential Real Estate Awards - *Orlando Business Journal*

Architect, Builder & Interior Designer of The "2017 New American Home",
National Association of Home Builders

Architect, Builder & Interior Designer of The "2017 New American Remodeled Home",
National Association of Home Builders

Parade of Homes – "Grand Award Winner", Greater Orlando Builders Association
- Grand Award – Custom Home - First Place – Custom Home $5,000,000 - $6,000,000
- First Place – Whole House Renovation $1,750,000 - $2,000,000

Major Achievement Award – "Best Interior Design", Greater Orlando Builders Association

Best of Houzz.com Award – Design Aurora Awards, Southeast Building Conference
- Grand Aurora Award – Best Custom Home over 8,000 sq. ft.
- Grand Aurora Award – Green Construction
- Aurora Award – Best Renovated Single Home
- Aurora Award – Best Bath

- Aurora Award – Best Interior Detailing over $2,000,000
- Aurora Award – Green Construction
- Aurora Award – Energy-Efficient Home
- Aurora Award – Water-Wise Home
- Aurora Award – Solar Energy Home

American Residential Design Awards, American Institute of Building Design
- Grand ARDA Award – Custom Home
- Grand ARDA Award – Green Design
- Grand ARDA Award – Outdoor Living
- ARDA Award – Custom Home

2016 Awards

"Builder of the Year", The Florida Association of the American Institute of Architects

Best of Houzz.com Award – Design

Parade of Homes – "Grand Award Winner", Greater Orlando Builders Association
- Grand Award – Custom Home - First Place – Custom Home $2,500,000 - $3,500,000

Golden Aurora Award – "Best of Show", Southeast Building Conference
- Golden Aurora Award – "Best of Show" - Grand Aurora Award – "Best of State" – Florida - Grand Aurora Award – Custom Home, One-of-a-Kind 6,000 sq. ft. – 8,000 sq. ft. - Grand Aurora Award – Custom Home, One-of-a-Kind under 4,000 sq. ft. - Grand Aurora Award – Interior Detailing $1,000,000 - $2,000,000 - Aurora Award – Interior Detailing over $2,000,000 - Aurora Award – Interior Merchandising $1,000,000 - $2,000,000

Structures Award – "Top Green Project", *Orlando Business Journal*

American Residential Design Awards, AIBD
- Grand ARDA Award – Custom Home
- Grand ARDA Award – Green Design
- Grand ARDA Award – Outdoor Living
- Grand ARDA Award – Outdoor Living

Best in American Living Awards, National Association of Home Builders
- Best in Region – Middle Atlantic
- Gold Award – One-of-a-Kind Custom Home 4,501 – 6,000 sq. ft.
- Gold Award – One-of-a-Kind Custom Home 901 – 2,500 sq. ft.
- Gold Award – Outdoor Room

The Nationals Awards of Excellence – "Best Interior Design for a Custom Home", National Association of Home Builders

2015 Awards

Best of Houzz.com Awards – Design & Service

Grand Aurora Award – Bath $2,000,001 - $3,000,000
- Aurora Award – Bath $1,000,001 - $2,000,000
- Aurora Award – Bath $2,000,001 - $3,000,000
- Aurora Award – Interior Merchandising $1,500,001 - $2,000,000
- Aurora Award – Natural Gas Home $1,500,001 - $2,000,000

Gold Nugget Award – Merit Award for Custom Home under 4,000 sq. ft., Pacific Coast Builders Conference

Parade of Homes – Merit Award Custom Home, Greater Orlando Builders Association

American Residential Design Awards, AIBD
- ARDA Award – Custom Home
- ARDA Award – Custom Home
- ARDA Award – Outdoor Living
- ARDA Award – Green Design
- ARDA Award – Conceptual Design, Custom Home
- ARDA Award – Conceptual Design, Community

Major Achievement Award – "Best Interior Design", Greater Orlando Builders Association

Best in American Living Awards, National Association of Home Builders
- Gold Award – Design Detail

2014 Awards

Contractor of the Year Award, The American Institute of Architects Orlando Chapter (AIA)

Orlando's Best Architecture Firm, *Orlando Business Journal's* "Readers' Choice Awards"

Best of Houzz.com Awards – Design & Service

Parade of Homes – First Place Custom Home, Greater Orlando Builders Association

Major Achievement Award – Best Interior Design, Greater Orlando Builders Association

Best in American Living Awards, National Association of Home Builders
- Gold Award – Design Detail
- Silver Award – One-of-a-Kind Custom Home up to 4,000 sq. ft.
- Silver Award – Green-Built Home

Grand Aurora Award – Detached Single Family Home $1,000,001 - $1,500,000
- Aurora Award – Detached Single Family Home $1,000,001 - $1,500,000
- Aurora Award – Kitchen $1,000,001 - $2,000,000
- Aurora Award – Kitchen $3,000,001 and over
- Aurora Award – Bath $1,000,001 - $2,000,000
- Aurora Award – Green New Construction $1,000,001 - $2,000,000
- Aurora Award – Energy Efficient Home
- Aurora Award – Landscape Design/Pool Design

American Residential Design Awards, AIBD
- First Place – Green Design - Second Place – Conceptual Design - Second Place – House Plans 2,501 to 4,000 sq. ft.
- Second Place – House Plans 4,001 sq. ft. and above

2013 - 2009 Awards available upon request.

EXAMPLES OF PAST WORK





EXAMPLES OF PAST WORK





EXAMPLES OF PAST WORK





State of Florida
Department of State

I certify from the records of this office that THE VILLAS OF COCOA VILLAGE LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on November 27, 2017, effective November 20, 2017.

The document number of this company is L17000242815.

I further certify that said company has paid all fees due this office through December 31, 2017, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 171128112731-800305845538#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Eighth day of November, 2017

Ken Detzner
Secretary of State

EXHIBIT A

State of Florida
Department of State

I certify from the records of this office that VENETO BUILDERS LLC is a limited liability company organized under the laws of the State of Florida, filed on August 11, 2008, effective August 10, 2008.

The document number of this limited liability company is L08000076692.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, that its most recent annual report was filed on January 19, 2017, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventeenth day of November, 2017

Secretary of State

Tracking Number: CU6899450647

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

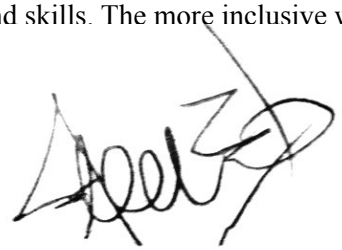
EXHIBIT B

OUR COMMITMENT

The Villas of Cocoa Village LLC envisions being a progressive property development company priding itself on passion and commitment to deliver superior value in design, quality, and service in our development to our customers. Delivering more than just residential properties, we will deliver the joy of living, the serenity of space, a place to interact with their family, a place for them to rest and relax and most importantly a dream home with a beautiful environment such as the Cocoa Village.
We will contribute to the achievement of the ambitious goals of the City and CRA through this new construction project. City participation, collaboration, shared resources and financing options will make this a true catalyst for economic and redevelopment of the community.

By providing my signature, I am expressing our organization's commitment to become a true partner of the community sharing the same goals through some of the following actions:

- Create, Build and Develop townhomes that are a true extension of the Historic Cocoa Village.
- Integrate Park spaces and preserve natural Oak trees creating additional community gathering spaces that will contribute to enhance the cultural vibrancy of the area.
- Strive to develop our project in a sustainable and environmentally sensitive way. Wherever feasible, we implement green technology and the concept of smart township.
- Provide quality properties based on realistic values, observing new trends and customer requirements.
- Aim to achieve award recognition in our concept, design and construction of our product.
- In all our interactions, we commit to be fair, honest, ethical, responsible and accountable.
- We strive to understand customer requirements and are responsive to our customer's needs to create an invaluable investment for them.
- We embrace diversity and equal opportunity in all of our actions. We are committed to building a team that represents a variety of backgrounds, perspectives, and skills. The more inclusive we are, the better our work will be.



TOMMY BARRAZA
Project President & CEO
President, The Barraza-Marin Group (Developer)

EXHIBIT C

Sheet1

PRO FORMA 03/02/18

VILLAS OF COCOA VILLAGE

PROJECT REVENUES	
NUMBER OF UNITS	64
AVERAGE SALE PER UNIT	250,000
GROSS SALES	16,000,000
LESS COMMISIONS, FEES	-640,000
NET PROJECT REVENUES	15,610,064
PROJECT COSTS	
LAND ACQUISITION	1,000,000
PLANNING, DESIGN & APPROVALS	300,000
SITEWORK & BUILDING CONST	9,194,400
AMENITIES, OFF-SITE COSTS	200,000
MANAGEMENT & OVERHEAD	475,000
TOTAL PROJECT COSTS	11,169,400
NET CASH FLOW BEFORE FINANCING	4,440,664
FINANCING INTEREST	250,000
NET CASH FLOW TO DEVELOPER	4,190,664

Page 1

EXHIBIT D

SeacoastBank

March 2nd, 2018

To whom it may concern,

Please accept this letter as support for the creditworthiness of my client Mr. Tommy Barraza and at the same time confirm he is a valued member of Seacoast Bank for several years now. During this period he has had numerous credit transactions which include a construction loan, all of which have been handled in professional and timely manner.

I have been Mr. Barraza's banker for many years and am confident from my understanding of his financial picture that he should not have an issue borrowing funds for said Cocoa Village development project.

If you have any questions within my ability to answer and do not intrude on Mr. Barraza's privacy please contact me at 407-629-9089 or russell.mann@seacoastbank.com.

Sincerely,

Russell Mann
Vice President
Banking Center Manager

Member FDIC

SeacoastBank.com

PO Box 9012
Stuart, FL 34995-9012

T 800 706 9991

EXHIBIT E

SeacoastBank

March 2, 2018

To whom it may concern;

This letter is to confirm that Mr. Robert Dietz has been a customer at Seacoast bank since August 2013.

Mr. Dietz accounts have been well maintained also completed multiple consumer and commercial transactions.

If you should have any questions please feel free to contact myself, Jackie Clark his personal banker.

Thank you

Jackie Clark

Senior Client Advisor

Member FDIC

SeacoastBank.com

PO Box 9012
Stuart, FL 34995-9012

T 800 706 9991

EXHIBIT C
PROPOSAL FORM

REQUEST FOR
PROPOSAL FOR
915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) REDEVELOPMENT SITE
Monday January 22, 2018

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFP package to the City of Cocoa and Cocoa Community Redevelopment Agency, and bind the Proposer to the terms and conditions of this RFP. The Proposer represents and warrants to the City of Cocoa and Cocoa Redevelopment Agency that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Proposer certifies, represents, and warrants that all information contained in Proposer's RFP submittal is accurate and truthful and that the City of Cocoa and Cocoa Community Redevelopment Agency will rely on said information during the RFP process. Proposer further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City and the CRA in writing or verbally, shall be grounds for immediate disqualification. Additionally, Proposer agrees that the City of Cocoa and Cocoa Community Redevelopment Agency hall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all Proposers by the City and CRA do not guarantee that any of the highest ranked Proposers will be selected to develop the property required by this RFP.

The Villas of Cocoa Village, LLC
Name of Company/Organization

Signature of individual submitting proposal for above Company/Organization

Tommy Barraza
Printed name of individual

tommy@thevillasofcocoavillage.com
E-mail address

407-496-5988
Phone

407-650-2965
Fax

03/05/2018
Date


schematic design
THE VILLAS
OF COCOA VILLAGE
STOP
DISCLAIMER: ARTISTIC CONCEPTUAL RENDERING. MATERIALS, SPECIFICATIONS AND DETAILS ARE SUBJECT TO CHANGE. THIS INFORMATION IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY
PHIL KEAN
ARCHITECTURE

EXHIBIT H


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EXHIBIT I


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EXHIBIT J


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THE VILLAS
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STOP
HOT
COFFEE
PHIL KEAN
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EXHIBIT K


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EXHIBIT N


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EXHIBIT O


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ARCHITECTURE

EXHIBIT P


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EXHIBIT Q

ANCILLARY USE COMPANION PARCEL 24-36-33-00-00755

To be used as retention, dog walk area, green space and future walk through to US 1.

EXHIBIT R

schematic design

THE VILLAS

OF COCOA VILLAGE

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ARCHITECTURE

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REQUEST FOR PROPOSAL

FOR THE PURCHASE OF REAL ESTATE AND DEVELOPMENT OF 915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) COCOA FLORIDA 32922 SITUATED IN THE COCOA COMMUNITY REDEVELOPMENT AREA



Issue Date:
Monday January 22, 2018

Proposers
Q & A Vision Forum
9:00 A.M.
Monday February 5, 2018

Proposal Due Date:
4:00 P.M. Monday
March 5, 2018

REQUEST FOR PROPOSAL
FOR THE PURCHASE OF REAL ESTATE, AND
DEVELOPMENT OF 915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) SITUATED IN
THE COCOA COMMUNITY REDEVELOPMENT AREA IN
COCOA FLORIDA 32922

The City of Cocoa (**"City"**) and Cocoa Community Redevelopment Agency (**"CRA")** invite developers, end-users and interested parties (collectively "**Proposer**") to submit a P**roposal** to purchase and develop a **4.38-acre site** (parcel number 24-36-33-80-00023 0-0000.00)) situated at the Southwest corner of Rosa L. Jones Blvd and Florida Avenue, having an address of **915 Florida Ave (FKA Oaks Mobile Home Park),** Cocoa Florida (See Exhibit A Legal and Exhibit B Survey Attached). A companion .55-acre parcel (parcel number 24-36-33-00-00755) lies contiguous to the subject site, and is owned by the City of Cocoa. The companion parcel, located outside of the Cocoa Redevelopment Area, will also be available to the selected Proposer for ancillary uses through an agreement with the City only.

MANDATORY **Proposers Q & A Vision Forum**
9:00 A.M.
Monday, February 5, 2018
Cocoa City Hall 3rd Floor Conference Room
A site visit will immediately follow this Mandatory Pre-Bid Conference. Latecomers will not be allowed to enter the mandatory Vision Forum and consequently will not be allowed to propose.

Due date for receipt of Proposals is 4:00 P.M. Monday March 5, 2018

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), five (5) copies and one (1) electronic copy on CD or USB Flash Drive in PDF format, of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFP# P-18-11-COC. Respondent name and return address must be clearly identified on the outside of the envelope.

SECTION I. BACKGROUND

The City of Cocoa and Cocoa Community Redevelopment Agency invite Requests for Proposals to purchase and develop real estate for the property located at 915 Florida Avenue in Cocoa Florida. The property is currently owned by the City of Cocoa. The CRA and the City entered into

a MOU (Memorandum of Understanding) regarding the property in January 2016 subject to City acquisition, and the portion of the subject property located within the Redevelopment Area may be conveyed to the CRA. However, the final conveyance decision to the CRA is pending as of the date of this RFP.

This development of this site is expected to serve as a catalyst for redevelopment in the western portion of Cocoa Village located within the Redevelopment Area. The proposed project should be attractive, stimulate additional development activity, provide opportunity for new small business growth, and substantially add to the historic and cultural charm of Cocoa Village. Proposers are encouraged to seriously consider incorporating compatible neighborhood commercial uses on the NE portion of the site fronting Florida Avenue and Rosa L. Jones.

The property is currently zoned for Core Commercial (CC) use, primarily for high intensity urban development. The future land-use for the property is Mixed Use. This designation is intended for a wide range of urban style development. The main part of the property is also within the Cocoa Waterfront Overlay District. The Overlay District establishes urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Village and Cocoa Community Redevelopment Area.

Respondents should review and evaluate the applicable Zoning Code to determine the development requirements for these land uses and zoning designations before submitting a proposal. The City and CRA do not anticipate a future land-use or zoning change in relation to this site.

SECTION 2. ABOUT COCOA VILLAGE

The site is situated within historic Cocoa Village, the downtown core of the City of Cocoa. Cocoa was first settled in the mid-1800s and has evolved into one of Brevard County's premier shopping and entertainment districts.

The Village is located adjacent to State Route 520, has a vibrant riverfront and community park, on the Indian River, tree-lined streets, with more than 150 quality shops and gathering places where one can enjoy the relaxing atmosphere of a nostalgic riverside community such as dining at one of several gourmet restaurants, attending a show at the historic Cocoa Village Playhouse, an event at the historic Porcher House, take an Indian River Tour on the Indian River Queen, or plan a visit to the Florida Historical Society to find out more about all of Florida times past. More than 135,500 persons annually attend over one hundred different special-events in Cocoa Village, ranging from Weddings, Seminars at the Civic Center, the Space coast Marathon, and much more.

Future Waterfront Development Plan: The recent flurry of development interest underscores the importance of developing an updated vision for the Cocoa Waterfront that can be implemented within three to five years. The City and CRA believe that improvement of the waterfront and its associated amenities is directly related to the image and viability of the City of Cocoa and its downtown. This will enhance attractiveness of the Historic Cocoa Village and add value for residents, businesses, investors, developers, and visitors. The Plan is scheduled to be completed in March 2018, with implementation commencing in 2018/2019. The development of 915 Florida

Avenue will improve connectivity between South Cocoa Village and the Waterfront.

Florida Avenue Redevelopment: The recently completed $3.4 Million Florida Avenue Complete Streets infrastructure project resulted in new sidewalks, shared bike/car lanes and lighting to improve mobility for pedestrians, bicyclist, motorists, and transit riders of all ages and abilities. The project is also highly significant as part of the City of Cocoa's vision for Historic Cocoa Village and the Cocoa Waterfront. Implementation of the Complete Streets Principals aligns with the master plan developed by the Cocoa CRA.

This plan established six planning principals:

- Connect the river to the city
- Enhance and connect open space
- Livable approach to streets and traffic
- Expand Main Street district-wide
- Enhance the Village Arts image
- Enhance the sub-districts

The new Florida Avenue Gateway to Cocoa Village spurred over $1.5 million in new private sector retail, and dining establishments.

Forrest Avenue Cocoa Village Gateway Entrance: In Fiscal Year 2018, the Cocoa CRA has budgeted, $260,000, for design and construction of a Cocoa Village Gateway feature, located on a currently vacant parcel of land at corner of 6 Forrest Avenue and SR 520.

Appraisal Report: An Appraisal report prepared by Tuttle Armfield Wagner Appraisal and Research, Inc., completed on October 16, 2017, appraised the subject site at $750,000, and the companion site at $30,000. The Maximally Productive Recommendation for the site was for a mixed-use commercial/residential development, featuring a commercial corner that would support office, or restaurant use, with the remainder of the site being developed for townhome use.

Highest & Best Use Analysis: In August 2017, the Cocoa CRA retained Bass Fletcher Associates, Inc. to conduct a Highest and Best Use Analysis to determine the highest and best and most market feasible use of the property. A report was issued on November 1, 2017.

Market research regarding this property focused on activity and prices within the immediate subject market, with consideration also of the larger market area. Attention was paid to development properties with the same zoning districts and market potential as this property. The analysis included the examination of sales of similar urban sites in other urban areas which are not directly competitive with this property. Emphasis was placed on properties with similar market appeal and those directly competitive with this property.

The Highest and Best Use Analysis makes the following observations:

- Prices within the market area of the property have been steadily increasing for several years.
- The Cocoa Village Area is increasingly becoming an attractive destination location and a highly desirous place to live.
- The site has 420 feet of frontage on Rosa L. Jones Blvd, and 460 feet of frontage on the newly redeveloped Florida Avenue, and is adequately served with public utilities.
- Several legally permissible uses were analyzed those being residential use; office use; cultural institution uses; hotels; services and retail/commercial use; and mixed-use projects.
- The highest market demand is clear only for residential uses.[1]

Four different high intensity development scenarios were analyzed as follows:

- Small 1200 square foot Townhomes
- Medium 1600 Square foot Townhomes
- Large 2,000 square foot Townhomes
- Rental Units comprised of 1,000 square feet

The analysis concluded the development of the property with residential medium sized townhomes is the highest and best use of the property.

The entire property is usable upland areas. Phase I and Phase II Environmental Site Assessments have been conducted and report there are no recognized environmental conditions.

The companion .55-acre parcel located in the City of Rockledge (parcel number 24-36-33-80-00023 0-0000.00) which lies contiguous to the subject site, is owned by the City of Cocoa. The companion site has limited development potential because it is physically narrow (approx. 80 feet wide). The City will retain ownership of the site. Approved ancillary uses and maintenance for the companion site will be outlined in a Development Agreement with the City.

SECTION II. INTENT

The City and Cocoa CRA, by this RFP, set forth its intent to sell/offer approximately **4.38 acres** within the Cocoa CRA for purposes of developing the site for its highest and best use consistent with the findings set forth in the report issued by Bass Fletcher Associates, Inc. It is anticipated that the Proposer will be an experienced developer with a proven track record of successful projects relevant to this RFP. The Proposer will be required to entered into a binding development agreement with the City and/or the CRA which will set forth the agreed upon terms and conditions of the selected development proposal including a development schedule under which the project will be completed.

SECTION III. PROPERTY DESCRIPTION

[1] Property Appraisal recommended residential with inclusion of corner commercial.

The Property is currently owned by the City and is comprised of two parcels a **4.38-acre site** (parcel number 24-36-33-80-00023 0-0000.00) situated at the Southwest corner of Rosa L. Jones Blvd and Florida Avenue, having an address of **915 Florida Ave (FKA Oaks Mobile Home Park)** Cocoa Florida (See Survey attached as Exhibit B). A companion .55-acre parcel (parcel number 24-36-33-00-00755) lies contiguous to the subject site (See Survey attached as Exhibit B).

SECTION IV. UTILITIES

The property has access to all typical utilities including but not limited to water, electric, telephone, sewer, and internet.

SECTION V. CONCEPTUAL DEVELOPMENT AND VISION

Proposals must contain an introductory narrative meeting the following minimum requirements:

A. **Narrative and Vision Statement** – provide a clear statement for the Proposers' vision for the Site, including how the envisioned project will relate to the surrounding area and be a catalyst for economic and redevelopment within the community redevelopment area.

B. **Conceptual Development Program** – prepare a narrative and a visual concept of the development proposal for the Site. Drawings may be "conceptual" in format, but should be detailed enough to reflect the scope of the proposed development. Drawings should be in color and drawn to scale to the extent possible.

C. **Green Solutions Encouraged.** – Prepare a narrative explaining any creative and innovative design solutions, including LEED Certified "green building" and sustainability.

SECTION V. PROPOSAL REQUIREMENTS

Proposals must also contain the following:

1. A detailed account of proposed terms and purchase price for the property.
2. Resume´ of Proposer's previous experience identifying not less than five (5) years of experience directly related to the proposed use/project type.
3. Concept or theme that does not severely duplicate or compete with any other business but would add to and or complement the current market enhancing the vitality and vibrancy of Cocoa Village, if neighborhood commercial is proposed.
4. Time periods for commencing and completing construction, and opening for business.
5. Estimated development cost, and verifiable evidence of financial capability.
6. A design, with scaled drawings that demonstrates the project will meet design criteria required by current zoning requirements.
7. A colored rendering of the site and front, back and side elevations of building (s) and decorative structures such as hardscape features and entrance signs.
8. A primary contact name and numbers including phone, fax, and email.
9. A list of any previous CRA and/or City-project or project funded in whole or in part by the CRA and/or the City that the Proposer or any member of the Proposer's team was involved with, whether directly or indirectly.
10. A signed Proposal Form (Exhibit C).

SECTION VI. PREFERRED PROPOSAL

The preferred proposal should provide:

(1) Information relating to the development and management team including but not limited to:

A. A description of the development team.

B. Be prepared, at some point in the review process to provide evidence of financial capacity to fund the project, supporting the Proposer's capability of undertaking this project.

C. A complete description of the Proposer's entity (corporation, partnership, etc.) and its board of directors, principles, managers and/or management team.

(2) A commitment to develop and operate a residential townhome development consistent with the highest and best use study referenced herein and that would incorporate the proposed development project within the historical Cocoa Village and Cocoa Waterfront Master Plan in scale and design. Further, the proposed development project should introduce compatible commercial uses within that portion of the site fronting on Florida Avenue.

(3) Documentation evidencing that the Proposers has relevant and significant experience in successfully producing the proposed project or projects similar to the proposed project. The documentation should include a detailed list of such projects and background information regarding each project so the scale and quality of the project(s) can be evaluated by the City and

the CRA.

SECTION VII. INCENTIVES

The Cocoa CRA and/or City may provide:

(1) Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.

(2) Streetscape improvements within the right-of-way.

(3) Modifications to existing public utilities if necessitated by the City vacation of existing streets and alleys.

(4) The companion site for ancillary uses such as storm water management. Approved uses will be outlined in the binding development agreement required by this RFP

SECTION VIII.
Proposers Q & A Vision Forum
9:00 A.M. Monday, February 5, 2018

Cocoa City Hall 3rd Floor Conference Room

This will be an opportunity to attend a pre-proposal forum for the purposes of proposal vision casting and to address any Questions and Answers relative to the development of the proposal. Applicable City Staff will be in attendance. Relevant documents will be available on the CRA webpage.

SECTION IX. PROPOSAL PACKAGE

Please submit five (5) copies of the Proposal and one (1) electronic copy on CD in PDF format.

SECTION X. DELIVERY

Proposals should be marked "PROPOSAL FOR 915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) REDEVELOPMENT SITE" and delivered:

(1) By hand, courier, FEDEX or otherwise to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida; or

(2) By USPS mail to Purchasing Manager, at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida.

SECTION XI. DEADLINE – 4:00 P.M. March 5, 2018

Proposals received after the specified time and date **will not** be considered. The City and/or CRA will not be responsible for failure of the United States Postal Service, private courier, or any other delivery means to deliver a proposal to the appointed place at the specified time to be considered. The clock located in the lobby of the City Hall will be the official authority for determining late responses.

SECTION XII. SELECTION

Proposals must meet the RFP selection criteria (Exhibit D). Staff shall review all qualified proposals and the proposal selected, if any, that is determined to be in the public interest for uses in accordance with the CRA's Redevelopment Plan. Qualified proposals will be presented to the Cocoa City Council and the Cocoa CRA Board for consideration of ranking all qualified proposals. The Proposer that has submitted the top ranked proposal will be asked to negotiate and approve a binding development agreement with the City and/or CRA. The City and the CRA reserve the right, at their sole discretion, with or without notice, to cease and/or commence negotiations with any of the Proposers that have submitted a ranked proposal at any time. In the event that the rankings of the City Council and the CRA Board differ, the rankings approved by the City Council will prevail for purposes of completing this RFP. Any binding development agreement shall be approved separately from the rankings by, and at the sole discretion of, the City Council of Cocoa and/or the Agency Board and shall depend on numerous factors including the Proposer's ability to accept the terms and conditions of a development project which the City and the CRA find desirable.

SECTION XIII. DEVELOPMENT AGREEMENT

Subsequent to the award, the Proposer and the City and/or Cocoa CRA will be required to negotiate and enter into a binding development agreement setting forth the terms and conditions of the development project.

SECTION XIV. INQUIRIES AND QUESTIONS; ANTI-LOBBYING PROVISION.

All inquiries, questions, requests for interpretation, correction, or clarification can be made to City of Cocoa Purchasing Manager, Sonja Hamilton, 321-433-8833, or email shamilton@cocoafl.org, or by FAX 321-433-8860. If it becomes necessary to revise or amend any part of this RFP, the Purchasing Manager will furnish the revision by written Addendum to all prospective Proposers who are recorded with the City as having received an original RFP.

PROPOSERS AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE PROPOSER OR PERSON DESIRING TO RESPOND TO THIS RFP SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OR AGENCY MEMBERS, OR ANY SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

SECTION XV. CITY OF COCOA – COCOA CRA RESERVATIONS

The City of Cocoa and Cocoa CRA reserve the right to:

(1) Modify, waive, or otherwise vary the terms and conditions of this RFP at any time, including

but not limited to, deadlines for submission and proposal requirements.

(2) Reserves the right to hear presentations from the top ranked firm(s).

(3) Select one or more proposals to develop the entire site or a portion thereof; or award the developments rights for the site to more than one developer.

(4) Waive irregularities in the proposals.

(5) Reject or refuse any or all proposals.

(6) Cancel and withdraw this RFP at any time.

(7) Negotiate with any or all Proposers to obtain terms most beneficial to the Cocoa CRA.

(8) Accept the proposal which, in its sole and absolute discretion, best serves the interest of the City and Cocoa CRA.

SECTION XVI. DISCLOSURES

(1) Information contained in this RFP is believed to be reliable; however, interested parties should rely on their own experts for counsel.

(2) All proposals submitted to the City and Cocoa CRA are subject to public disclosure pursuant to Chapter 119, Florida Statutes. However, proposals will be exempt from public records disclosure for a period of time in accordance with Section 119.071, Florida Statutes. Furthermore certain exemptions to the public records law are also statutorily provided for under section 119.07, Florida Statutes and other applicable laws, for certain information such as "trade secrets". If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City and CRA will treat all materials received as public records.

(3) PUBLIC ENTITY CRIMES - 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for 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 for a period of 36 months from the date of being placed on the Convicted Vendor List. A person or affiliate on the Convicted Vendor List will not be considered under this RFP by the City and CRA.

(4) The City and CRA are not responsible for any expenses that Proposers or prospective Proposers may incur in preparing and submitting responses called for in this request. The City and CRA will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City and CRA will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.). Proposers are hereby advised that Proposers submit or consider submitting proposals under this RFP at their sole risk and that the City and CRA will not be liable or responsible for any claims for damages or equitable relief resulting from the City's and CRA's exercise of its discretion to approve or reject any proposal submitted in furtherance of

this RFP. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's and CRA's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's and CRA's liability beyond the limits established in said Section 768.28 Florida Statutes.

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Exhibit “A”
Legal Description:

That portion of S.F. Travis Addition to Cocoa, according to the plat thereof as recorded in plat book 1, page 71, public records of Brevard County, Florida, bounded as follows – East of Hughlett Avenue (A 50 Foot wide right of way); South of Rosa L. Jones Drive (A 50 Foot wide right of way); West of Florida Avenue; and North of the South lines of the Northwest ¼ of the Southeast ¼ of Section 33, Township 24 South, Range 36 East;

And

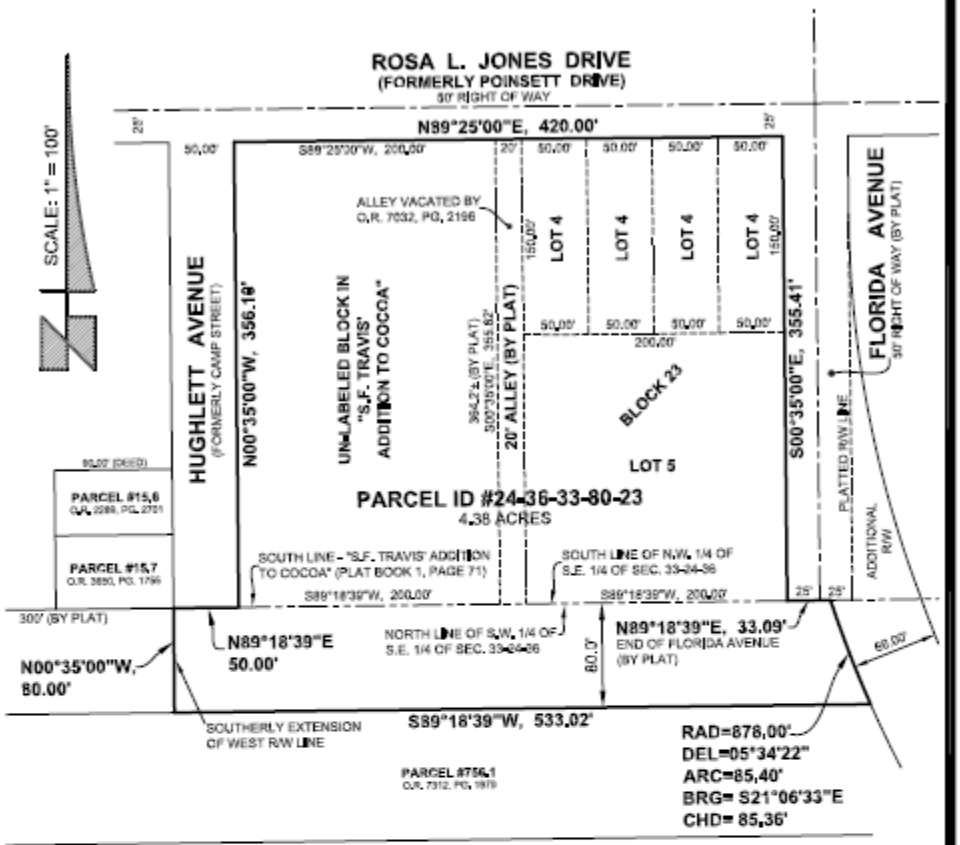
That portion of the North 80 Feet of the Southwest ¼ of the Southeast ¼ of Section 33, Township 24 South, Range 36 East, lying East of the southerly extension of the West right of way line of Hughlett Avenue (A 50 Foot wide right of way); and West of the West right of way line of Florida Avenue (A 66 Foot wide right of way as currently occupied).



EXHIBIT B
Property Survey

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"



DESCRIPTION(S):

THAT PORTION OF **S. F. TRAVIS' ADDITION TO COCOA**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BOUNDED AS FOLLOWS - EAST OF HUGHLETT AVENUE (A 50 FOOT WIDE RIGHT OF WAY); SOUTH OF ROSA L. JONES DRIVE (A 50 FOOT WIDE RIGHT OF WAY); WEST OF FLORIDA AVENUE; AND NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST;

AND

THAT PORTION OF THE NORTH 80 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF HUGHLETT AVENUE (A 50 FOOT WIDE RIGHT OF WAY); AND WEST OF THE WEST RIGHT OF WAY LINE OF FLORIDA AVENUE (A 66 FOOT WIDE RIGHT OF WAY AS CURRENTLY OCCUPIED).

DRAWN BY: RMP

CHK'D BY:

DATE: 10/9/17

JOB #: 17-125-3

SHEET 1 OF 1

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

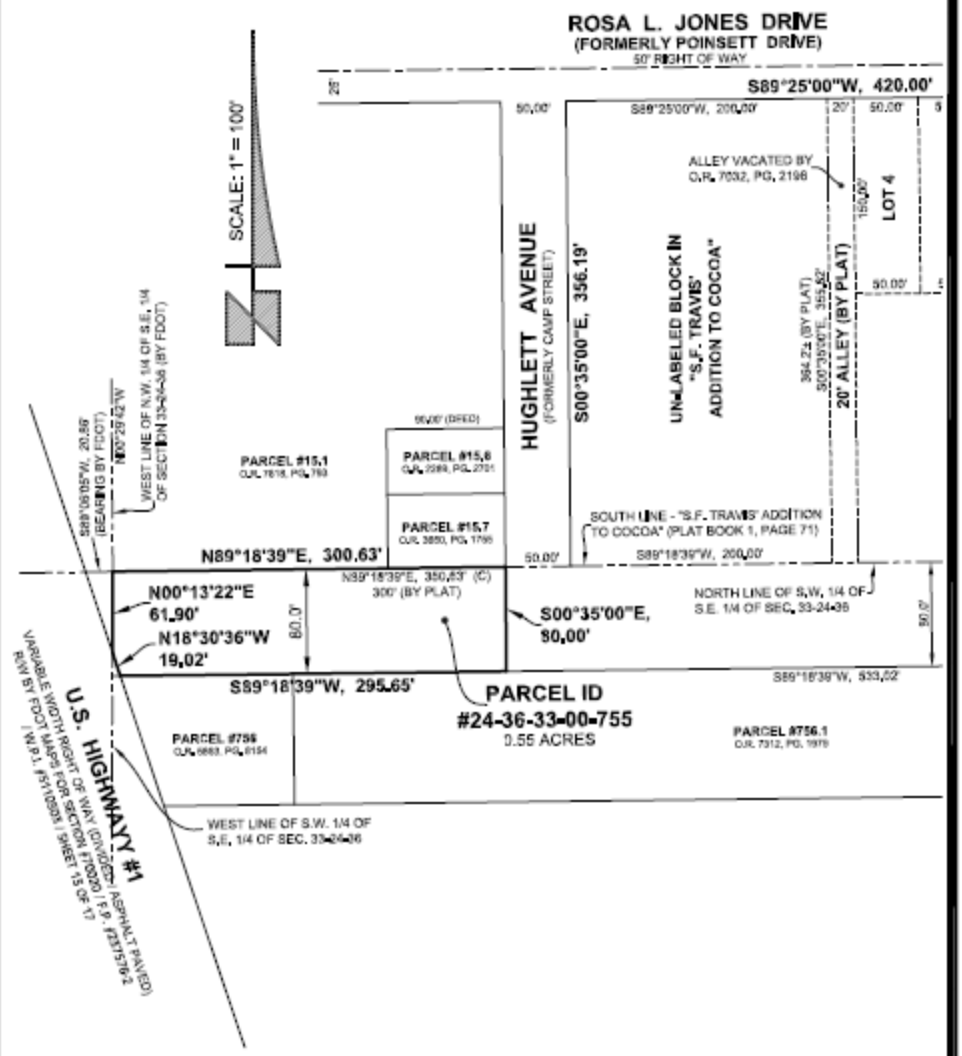
SKETCH & DESCRIPTION FOR

CITY OF COCOA

r.m. packard
surveying & mapping
197 BOUGAINVILLEA DRIVE
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6335

SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"



DESCRIPTION:

THAT PORTION OF THE NORTH 80 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; AND WEST OF SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF HUGHLETT AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON THE PLAT OF **S. F. TRAVIS' ADDITION TO COCOA**, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

DRAWN BY: RMP

CHK'D BY:

DATE: 10/9/17

JOB #: 17-125-3

SHEET 1 OF 1

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

SKETCH & DESCRIPTION FOR

CITY OF COCOA

r.m. packard
surveying & mapping
197 BOUGAINVILLEA DRIVE
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6335

EXHIBIT C
PROPOSAL FORM

REQUEST FOR
PROPOSAL FOR
915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) REDEVELOPMENT SITE
Monday January 22, 2018

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFP package to the City of Cocoa and Cocoa Community Redevelopment Agency, and bind the Proposer to the terms and conditions of this RFP. The Proposer represents and warrants to the City of Cocoa and Cocoa Redevelopment Agency that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Proposer certifies, represents, and warrants that all information contained in Proposer's RFP submittal is accurate and truthful and that the City of Cocoa and Cocoa Community Redevelopment Agency will rely on said information during the RFP process. Proposer further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City and the CRA in writing or verbally, shall be grounds for immediate disqualification. Additionally, Proposer agrees that the City of Cocoa and Cocoa Community Redevelopment Agency hall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all Proposers by the City and CRA do not guarantee that any of the highest ranked Proposers will be selected to develop the property required by this RFP.

_____
Name of Company/Organization

_____
Signature of individual submitting proposal for above Company/Organization

_____
Printed name of individual

_____
E-mail address

_____
Phone

_____
Fax

_____
Date

EXHIBIT D
Selection Criteria

Proposer Name: _____

Evaluator: _____

Scale **Weight**

1.	**Professional Abilities/Experience - 35 points** _____ **(0-35)**		
	a. Relevant development/redevelopment experience	_____ (0-10)	**35%**
	b. Relevant Private/Public Partnership experience	_____ (0-5)	
	c. Relevant Experience of this project size and scope	_____ (0-10)	
	d. Ability/Capacity to Produce Services in a timely manner	_____ (0-10)	
2.	**Financial Feasibility - 25 points**	_____ **(0-25)**	**25%**
	Sufficient evidence of financial ability	_____ (0-15)	
	Demonstration of project financial feasibility	_____ (0-10)	
3.	**Concept Development/Overall Vision – 30 points**	_____ **(0-30)**	**30%**
	Meets Zoning and Cocoa Overlay District Requirements	_____ (0-10)	
	Creative/Innovative Design and sustainability solutions Meeting Cocoa CRA goals and objectives	_____ (0-10)	
	Vision is well thought out, will add value to Cocoa Village, and is likely to attract additional investment	_____ (0-10)	
4.	**Development Schedule – 10 Points**	_____ **(0-10)**	**10%**
	Project commencement (hard start) within 12 months	_____ (0-5)	
	Project Schedule Clearly Delineated	_____ (0-5)	

TOTAL SCORE: _____ **RANK:** _____

Comments/Justification:

Professional Abilities of Personnel

_____

_____

_____

_____

_____

Approach to and Understanding of Scope of Service

_____

_____

_____

_____

_____

Location/Familiarity with City of Cocoa

_____

_____

_____

_____

_____

_____

_____

Legislation Details (With Text)

File #:	21-168	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	3/4/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Approval of the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement including the final requirement of producing 239 jobs at an average annual wage above $42,421 by December 31, 2020. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RES 96-024(Providing a general procedure for granting economic development Ad V.pdf Ord 2014-018 (Ad Valorem Tax Ememptions).pdf Walmart EDI AVT 06 30 2016.pdf Ordinance 12-2016 AVT Project Citizen Kane (Walmart).pdf DA for Walmart Distribution Center (1).pdf Walmart_- Estimated 2020 Real Estate_Personal Property taxes_2021-03-04.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 3, 2021
Agenda Date: March 23, 2021
Prepared By: Angela Essing, Economic Development Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approval of the 2021 AVT exemption for Walmart based on the fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement including the final requirement of producing 239 jobs at an average annual wage above $42,421 by December 31, 2020.

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, subject to final taxable values, are estimated at a total of $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 has hired 239 employees. The average annualized wages for these employees is $49,346. Thus, Walmart qualifies for the tax abatement for 2020 and has met all of the requirements of the AVT allowing them to receive three additional years of tax abatements. 2020 is year 2 of the 5-year tax abatement program.

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 is following up on this item as the transfer has not been completed. Walmart currently has 438 full and part-time employees of which approximately 25% of them have a Cocoa address.

STRATEGIC PLAN CONNECTION:

Wal-Mart Stores East, LP has a direct connection to the Economic Development strategic issue in that 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, business, and jobs in Cocoa.

BUDGETARY IMPACT:

ESTIMATED Tax Year 2020 for the Wal Mart Distribution Center:

Assessed Value $88,735,640
Exemptions $28,664,640 = Ad Valorem Taxes reduced for Tax Year 2020 by $171,385.88
Taxable Value $60,071,000 = Cocoa's Ad Valorem Taxes $359,164.51

Assessments:

Fire $143,046.54
Stormwater $70,128.58
Solid Waste Disposal $13,769.49

Tangible Property Account
Exemption Value $4,605,884 = Ad Valorem Taxes reduced by $27,538.58
Taxable Value $6,846,326 = Cocoa's Ad Valorem Taxes $40,934.18

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. 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 Abetment 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 within the jurisdictional boundaries of the City of Cocoa by December 31, 2020.

RECOMMENDED MOTION:

Approval of the 2021 AVT exemption for Walmart based on their fulfillment of all the requirements of the Ad Valorem Tax Abatement Economic Incentive Agreement including the final requirement of producing 239 jobs at an average annual wage above $42,421 by December 31, 2020.

RESOLUTION NO. 96-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA; PROVIDING A GENERAL PROCEDURE FOR GRANTING ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS IN FURTHERANCE OF THE AUTHORITY GRANTED TO THE CITY COUNCIL BY THE CITIZENS OF COCOA THROUGH THE SUCCESSFUL PASSAGE OF A DULY HELD REFERENDUM ON NOVEMBER 8, 1995; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 3, Article VII of the Florida Constitution, a duly authorized referendum ballot was held on November 8, 1995 whereby the citizens of Cocoa by majority vote authorized the City Council of the City of Cocoa to consider granting economic development ad valorem tax exemptions to new businesses and expansions of existing businesses; and

WHEREAS, the City Council desires to utilize the authority to offer and grant such property tax exemptions for purposes of supporting economic growth within the City by providing an incentive for employment opportunities that will lead to the improvement of the quality of life of the residents of Cocoa and the positive expansion of the local economy; and

WHEREAS, in furtherance of this purpose, the City Council desires to offer economic development ad valorem tax exemptions to new businesses relocating to the City of Cocoa and to expansions of businesses already situated in the City of Cocoa; and

WHEREAS, the City Council finds it is in the best interests of the public health, safety, and welfare to offer and grant economic development ad valorem tax exemptions in accordance with the requirements and procedures contained in this resolution.

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

Section 1. Short title. This resolution shall be known as the "Economic Development Ad Valorem Tax Exemption Resolution of the City of Cocoa, Florida."

Section 2. Authority. The City Council is authorized and empowered to enact this resolution pursuant to Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995, Florida Statutes. In a referendum duly held on November 8, 1995, the electorate of the City of Cocoa authorized the City Council to grant economic development ad valorem tax exemptions.

Section 3. Intent and purpose. It is the intent and purpose of the City Council of the City of Cocoa ("Council") in enacting this resolution to facilitate and foster the following:

(a) provide an incentive to those new or expanded businesses which make a positive contribution to the economy of the City of Cocoa in terms of new jobs and improvements to real and personal property;

(b) promote the economy by creating jobs in the City of Cocoa in such a manner so as to not disadvantage existing businesses while recognizing that productive competition assists economic growth;

(c) enhance the quality of life for the residents of the City of Cocoa by attracting new businesses or fostering expansion of existing businesses;

(d) provide incentives to certain eligible businesses (statutorily defined) of diverse industries having a positive impact on the economy of the City of Cocoa.

(e) promote the public purpose of enhancing economic growth in the City of Cocoa so

as to benefit the City's corporate and residential citizens;

(f) provide a rational, nonarbitrary, nondiscriminatory basis by which the Council may grant or deny economic development ad valorem tax exemptions, pursuant to the economic development goals of the City of Cocoa; and

(g) grant economic development ad valorem tax exemptions in accordance with the factors and requirements of this resolution and to consider any other factors which could result in economic growth within the City of Cocoa.

Section 4. Discretion of Council. The Council shall have the sole and absolute authority and discretion, as provided by law, to grant or deny economic development ad valorem tax exemptions under this Resolution.

Section 5. Eligible businesses. Only the following businesses are eligible for an economic development ad valorem tax exemption under this Resolution:

A. **New businesses** which shall mean:

1. A business establishing 10 or more jobs to employ 10 or more full-time employees in the City of Cocoa, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in the City of Cocoa, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in the City of Cocoa owned and used by a corporation newly

domiciled in the City of Cocoa; provided such office space houses 50 or more full-time employees of such corporation;

PROVIDED that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

4. Any business located in an enterprise zone that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

B. **Expansion of an existing business.** which shall mean:

1. A business establishing 10 or more jobs to employ 10 or more full-time employees in the City of Cocoa, which manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or

2. A business establishing 25 or more jobs to employ 25 or more full-time employees in the City of Cocoa, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed;

PROVIDED that such business increases operations on a site collocated with a commercial or industrial operation owned by the same business, resulting in a net increase in employment of not less than 10 percent or an increase in productive output of not less than 10 percent.

3. Any business located in an enterprise zone that increases operations on a site collocated with a commercial or industrial operation owned by the same business.

Section 6. Definitions. The following words or phrases shall have the meanings ascribed to them, unless the context clearly indicates otherwise:

A. **Applicant.** means any person, firm, partnership, corporation, or other business entity or organization who files an application with the Council seeking an economic development ad valorem tax exemption.

B. **Council.** means the City Council of the City of Cocoa, Florida.

C. **Economic Development Committee.** means the Economic Development Committee of the City of Cocoa, Florida.

D. **Enterprise zone.** means an area designated as an enterprise zone pursuant to Section 290.0065, Florida Statutes.

E. **Improvements.** means physical changes made to raw land, and structures placed on or under the land surface.

F. **Sales factor.** generally means a fraction of which the numerator is the total sales of the taxpayer in the State of Florida during the taxable year or period and the denominator is the total sales of the taxpayer everywhere during the taxable year or period, pursuant to Section 220.15(5), Florida Statutes.

Section 7. Exemption established.

A. **Established.** There is hereby established an economic development ad valorem tax exemption. The exemption is a local, optional tax incentive for new and expanding businesses which may be granted or denied at the sole discretion of the Council.

B. **Effective date.** The exemptions shall not accrue to improvements to real property made by or for the use of new or expanding businesses when such improvements have been on

the tax rolls prior to the effective date of this resolution or when such improvements have been made or have commenced being made prior to the effective date of this resolution.

C. **Maximum exemption.** The Council, at its discretion,, may exempt from ad valorem taxation up to one hundred percent (100%) of the assessed value of all improvements to real property made by or for the use of a new business of all tangible personal property of such new business, or up to one hundred percent (100%) of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate such expansion of an existing business.

D. **Replacement of property.** Property acquired to replace existing property shall not be considered to facilitate a business expansion and therefore, such replacement property shall not be exempt from ad valorem taxation.

E. **Time period.** Any such exemption granted under this resolution shall remain in effect for up to ten (10) years from the date of adoption of the ordinance granting the exemption. The time period of the exemption shall be determined at the sole discretion of the Council, and nothing herein shall be construed as requiring the Council to grant an exemption for the ten (10) year maximum time period.

F. **Land not exempt.** No ad valorem tax exemption shall be granted for the land upon which new or expanded businesses are to be located. The sole intent of this resolution being to exempt from ad valorem taxation only certain improvements to real property and tangible personal property of new or expanded businesses.

G. **Applicable taxes.** The exemption shall apply only to taxes levied by the City of Cocoa. The exemption shall not apply to taxes levied by the United States, Brevard County,

school district, water management district or any other taxing district, or to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 and Section 12, Article VII of the Florida Constitution.

H. **Granted by ordinance.** Any exemption granted under this resolution shall be by a duly adopted ordinance of the Council.

Section 8. Application. Any applicant desiring an economic development ad valorem tax exemption shall, on or before March 1 of the year in which the exemption is requested, file with the City Council, or its designee, Form DR-418 prescribed by the Florida Department of Revenue, or any amendment or replacements thereto, and any Supplemental Form prescribed by the City (together referred to as "Application"). The Application shall request that the Council adopt an ordinance granting the applicant an exemption pursuant to this resolution and shall include the following information:

(a) the name and location of the new business or the expansion of an existing business;

(b) a description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements;

(c) a description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased;

(d) proof, to the satisfaction of the Council, that the applicant is a new business or an expansion of an existing business as defined in Section 5 of this resolution.

(e) The following information:

(1) the anticipated number of employees of the business;

(2) the expected numbers of employees of the business who will reside in the City

of Cocoa;

(3) the average wage of the employees of the business;

(4) the type of industry or business;

(5) the environmental impact of the business;

(6) the anticipated volume of business or production;

(7) whether relocation or expansion of the business would occur without the exemption;

(8) whether the business is/or will be located within an enterprise zone or redevelopment area;

(9) the cost and demand for services or product produced by the business;

(10) the source of supplies of the business and whether other businesses in the City will be used to meet the supply demands of the business.

Section 9. Application Process. Upon receipt of an application for economic development ad valorem tax exemption, the application shall be reviewed in the following manner:

(A) **Prescreening.** The Community Development Director, or his designee, shall review the application within ten (10) days of submission to determine whether the application has satisfied all the requirements of Section 8 herein. Once the application is determined to be complete, the Community Development Director shall schedule a meeting of the Economic Development Committee. The meeting shall be held within thirty (30) days of determining the application is complete, or as soon as practicable thereafter.

(B) **Preliminary analysis.** No later than seven (7) days prior to the Economic Development Committee Meeting, the Community Development Director shall prepare, in

writing, a recommendation of the applicant's eligibility for an exemption and prepare an economic impact analysis of the application. The recommendation and analysis shall be forwarded to the Economic Development Committee immediately upon completion.

(C) **Economic Development Committee review.** The Economic Development Committee shall review the application and the Community Development Director's recommendation and analysis to determine whether the applicant is eligible for an exemption and shall recommend to the Council approval or denial of the application (with or without conditions), and the degree and length of the exemption if approval is recommended.

(D) **Preliminary review by Council.** Within thirty (30) days of the Economic Development Committee's recommendation, the Council shall conduct a preliminary review of the application for the dual purpose of determining whether the applicant is eligible for an exemption and whether the application merits being forwarded to the Property Appraiser for review. If Council determines that the application should be forwarded to the Property Appraiser, Council shall adopt a resolution certifying that the application is eligible for an exemption and authorizing the Community Development Director to retain a copy of the application for the City and to forward the resolution and the original application to the Property Appraiser.

(E) **Property Appraiser review.** Upon receipt and careful review of the original application, the Property Appraiser shall report the following information to the Council:

(1) the total revenue available to the City for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;

(2) any revenue lost to the City for the current fiscal year by virtue of exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;

(3) an estimate of the revenue which would be lost to the City during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation; and

(4) a determination as to whether the property for which an exemption is requested is to be incorporated into a new business or the expansion of an existing business, or into neither, which determination the Property Appraiser shall also affix to the face of the application.

(F) Final review/adoption by Council. Upon receipt of the Property Appraiser's report, the Community Development Director shall schedule the application on the next available Council meeting. At that meeting the Council shall consider the application, recommendation of the Economic Development Committee, recommendation and analysis of the Community Development Director, and the Property Appraiser's report to determine whether or not to adopt an ordinance granting an economic development ad valorem tax exemption to the applicant. The ordinance, if adopted, shall be adopted in the same manner as any other ordinance of the City and shall include, at a minimum, the following:

(1) the name and address of the new business or expansion of an existing business to which the exemption is granted;

(2) the total amount of revenue available to the City from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the City for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect, and the estimated

revenue loss to the City for the current fiscal year attributable to the exemption of the business named in the ordinance;

(3) the period of time for which the exemption will remain in effect and the expiration date of the exemption;

(4) a finding that the business meets the definition of a new business or an expansion of an existing business as set forth in Section 5 of this resolution; and

(5) a statement that the exemption is subject to the terms and conditions of this resolution and/or other terms and conditions required by Council.

Section 10. Precedent non-binding. Applications for exemptions shall be considered by the Council on a case-by-case basis, after consideration by Council of the recommendations of the Economic Development Committee and Community Development Director, and the Property Appraisers report. No precedent shall be implied or inferred by the granting or denial of an exemption pursuant this resolution.

Section 11. All Exemption Granted are Conditional. All exemptions granted pursuant to this resolution shall be conditioned upon the applicant maintaining the new business or the expansion of an existing business, as defined in Section 5 of this resolution, for the duration of time in which the exemption was granted. In addition the application is conditioned upon the Applicant submitting an annual report to the Council evidencing the satisfaction of this condition. The report shall be on a form proscribed by the City. The report shall be received by the Council no later than January 31 of each year. The applicant shall also submit any other information or reports as the Council deems reasonably necessary for purposes of determining whether the applicant is complying with the terms, conditions, and intent and purpose of this

resolution, the terms and conditions of the ordinance granting the exemption, and any representations made in the application process.

Section 12. Revocation of Exemption/Recovery of Funds. The Council reserves the right to revoke by ordinance any economic development ad valorem tax exemption granted pursuant to this resolution if an applicant fails to comply with any term or condition set forth in this resolution or the ordinance granting the exemption. If an exemption is revoked, the Council may recover any ad valorem taxes previously exempted by this resolution. In addition, the City shall have the right to recover any and all costs and damages (including reasonable attorney fees) incurred in recovering ad valorem taxes from the applicant.

Section 13. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 14. Severability. Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 15. Effective Date. This resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

RESOLVED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 28th day of May, 1996.

Michael A. Hill, Mayor

ATTEST:

Beth A. Dabrowski
Beth Dabrowski, City Clerk

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RESOLUTION NO. 2014-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; UPDATING CITY PROCEDURES FOR GRANTING ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTIONS IN FURTHERANCE OF THE AUTHORITY GRANTED TO THE CITY COUNCIL BY THE CITIZENS OF COCOA THROUGH THE SUCCESSFUL PASSAGE OF A DULY HELD REFERENDUM ON NOVEMBER 8, 1995 AND EXTENDED ON NOVEMBER 8, 2005; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 3, Article VII of the Florida Constitution, a duly authorized referendum election was conducted on November 8, 1995 whereby the citizens of Cocoa, by majority vote, authorized the City Council of the City of Cocoa to grant economic development ad valorem tax exemptions to new businesses and expansions of existing businesses; and

WHEREAS, on May 28, 1996, the City Council adopted Resolution No. 96-24, known as the "Economic Development Ad Valorem Tax Exemption Resolution of the City of Cocoa, Florida," which established the application and review requirements and procedures necessary to apply for and receive an ad valorem tax exemption; and

WHEREAS, a duly authorized referendum ballot was also held on November 8, 2005 whereby the City Council's authority to grant ad valorem tax exemptions was renewed for an additional ten (10) year period pursuant to the majority vote of the citizens of Cocoa; and

WHEREAS, the City Council desires to continue to utilize the authority to offer and grant such property tax exemptions for purposes of supporting economic growth within the City by providing an incentive for employment opportunities that will lead to the improvement of the quality of life of the residents of Cocoa and the positive expansion of the local economy; and

WHEREAS, the City Council finds it is in the best interest of the public health, safety, and welfare to adopt an updated Economic Development Ad Valorem Tax Exemption Resolution of the City of Cocoa, Florida as set forth herein in order to more efficiently process applications and grant economic development ad valorem tax exemptions when warranted.

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

SECTION 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by this reference.

SECTION 2. Adoption of Updated Procedures. The City Council of the City of Cocoa hereby repeals City Resolution No. 96-24 in its entirety and hereby adopts updated procedures for granting ad valorem tax exemptions as follows:

Economic Development Ad Valorem Tax Exemption Resolution

of the City of Cocoa, Florida

Section 1. Short title. This resolution shall be known as the "Economic Development Ad Valorem Tax Exemption Resolution of the City of Cocoa, Florida."

Section 2. Authority. The City Council is authorized and empowered to enact this Resolution pursuant to Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, and in furtherance of the powers granted by the City of Cocoa electorate by referendums duly held on November 8, 1995, and November 8, 2005.

Section 3. **Intent and purpose.** It is the intent and purpose of the City Council of the City of Cocoa ("Council") in enacting this resolution to facilitate and foster the following:

(a) Provide an incentive to those new or expanding businesses which make a positive contribution to the economy of the City of Cocoa in terms of new jobs created and improvements to real and personal property;

(b) Promote the economy by creating jobs in the City of Cocoa in such a manner so as to not disadvantage existing businesses while recognizing that productive competition assists economic growth;

(c) Enhance the quality of life for the residents of the City of Cocoa by attracting new businesses or fostering expansion of existing businesses;

(d) Provide incentives to eligible businesses (as provided in Chapter 196, Florida Statutes) of diverse industries having a positive impact on the economy of the City of Cocoa;

(e) Promote the public purpose of enhancing economic growth in the City of Cocoa so as to benefit the City's corporate and residential citizens;

(f) Provide a rational, nonarbitrary, nondiscriminatory basis by which the Council may grant or deny economic development ad valorem tax exemptions, pursuant to the economic development goals of the City of Cocoa; and

(g) Grant economic development ad valorem tax exemptions in accordance with the factors and requirements of this resolution and to consider any other factors which could result in economic growth within the City of Cocoa.

Section 4. **Discretion of Council.** The Council shall have the sole and absolute authority and discretion, as provided by applicable laws, ordinances and policies, to grant or deny economic development ad valorem tax exemptions under this Resolution. The Council reserves the right to vary ad valorem tax exemptions for certain target industries and businesses deemed vital for the future economic development of the City.

Section 5. **Eligible Businesses.** Only the following businesses are eligible for an economic development ad valorem tax exemption under this Resolution pursuant to Chapter 196, Florida Statutes:

A. **New Business**. Shall mean:

1. A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in the City of Cocoa, paying an average wage for such new jobs that is above the average wage in the Cocoa area, which principally engages in any one or more of the following operations:

a. Manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or

b. Is a target industry business as defined by section 288.106(2)(q), Florida Statutes, as may be amended;

2. A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in the City of Cocoa, the sales factor of which, as defined by s. 220.15(5), for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in the City of Cocoa owned and used by a business or organization newly domiciled in the City of Cocoa; provided such office space houses 50 or more full-time employees of such business or organization; provided_that such business or office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business.

4. A business or organization that is situated on property annexed into the City of Cocoa and that, at the time of annexation, is receiving an economic development ad valorem tax exemption from the county under section 196.1995, Florida Statutes; or

5. Any business or organization located in an enterprise zone or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization.

B. **Expansion of an existing business.** Shall mean:

1. A business or organization establishing 10 or more new jobs to employ 10 or more full-time employees in the City of Cocoa, paying an average wage for such new jobs that is above the average wage in the Cocoa area, which principally engages in any one or more of the following operations: (i) which manufactures, processes compounds, fabricates, or produces for sale items of tangible property at a fixed location, and which comprises an industrial or manufacturing plant; or is a target industry business as defined by section 288.106(2)(q), Florida Statutes.

2. A business or organization establishing 25 or more new jobs to employ 25 or more full-time employees in the City of Cocoa, the sales factor of which, as defined by section 220.15(5), Florida Statutes, for the facility with respect to which it requests an economic development ad valorem tax exemption is less than 0.50 for each year the

exemption is claimed; provided that such business increases operations on a site located in the City of Cocoa, or both collocated with a commercial or industrial operation owned by the same business or organization or under common control with the same business or organization, resulting in a net increase in employment of not less than 10 percent or an increase in productive output or sales of not less than 10 percent.

3. Any business or organization located in an enterprise zone or brownfield area that increases operations on a site located within the same zone or area collocated with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

Section 6. Definitions. The following words or phrases shall have the meanings ascribed to them, unless the context clearly indicates otherwise:

A. Applicant. Means any person, firm, partnership, corporation, or other business entity or organization who files an application with the Council seeking an economic development ad valorem tax exemption.

B. Brownfield Area. Means an area designated as a brownfield pursuant to section 376.79(4), Florida Statutes.

C. Council. Means the City Council of the City of Cocoa, Florida.

D. Enterprise Zone. Means an area designated as an enterprise zone pursuant to Section 290.0065, Florida Statutes.

E. HUBZone. Means an area designated as a historically underutilized business zone pursuant to CFR 13.126.

F. **Improvements.** Means physical changes to real property, such as buildings, structures and infrastructure, that are subject to ad valorem taxes.

G. **Sales Factor.** Generally means a fraction of which the numerator is the total sales of the taxpayer in the State of Florida during the taxable year or period and the denominator is the total sales of the taxpayer everywhere during the taxable year or period, pursuant to Section 220.15(5), Florida Statues.

Section 7. Exemption Established and General Guidelines.

A. **Established.** There is hereby established an economic development ad valorem tax exemption. The exemption is a local, optional tax incentive for new and expanding businesses which may be granted or denied at the sole discretion of the Council.

B. **Effective date.** The exemptions shall not accrue on improvements to real property made by or for the use of new or expanding businesses when such improvements have been on the tax rolls prior to the effective date of this Resolution or when such improvements have been made or have commenced being made prior to the effective date of this resolution.

C. **Maximum exemption.** Consistent with section 196.1995, Florida Statutes, exemptions from ad valorem taxation may be granted for up to one hundred percent (100%) of the assessed value of all improvements to real property made by or for the use of a new business of all tangible personal property of such new business, or up to one hundred percent (100%) of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in

all tangible personal property acquired to facilitate such expansion of an existing business. However, in exercising its discretion to award an ad valorem tax exemption under this Resolution, the City Council will be guided by the City of Cocoa Ad Valorem Tax Exemption Scoring Sheet, attached hereto as **Exhibit "A,"** and fully incorporated herein by this reference. The Council may approve up to the maximum percentage and length of exemption stated on the Scoring Sheet by majority vote. However, the Council may award an exemption greater than the maximum percentage or duration by super-majority vote of the entire governing body.

D. Replacement of Property. Property acquired to replace existing property shall not be considered to facilitate a business expansion and therefore, such replacement property shall not be exempt from ad valorem taxation.

E. Time period. Any such exemption granted under this Resolution shall remain in effect for up to ten (10) years from the date of adoption of the ordinance granting the exemption. The time period of the exemption shall be determined at the sole discretion of the Council, and nothing herein shall be construed as requiring the Council to grant an exemption for the ten (10) year maximum time period.

F. Land not exempt. No ad valorem tax exemption shall be granted for the land upon which new or expanding businesses are to be located. The sole intent of this Resolution being to exempt from ad valorem taxation only certain improvement to real property and tangible personal property of new expanding businesses.

G. Applicable taxes. The exemption shall apply only to taxes levied by the City of Cocoa. The exemption shall not apply to taxes levied by the United States, Brevard County, school district, water management district or any other taxing district, or

to taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 and Section 12, Article VII of the Florida Constitution.

H. **Grant by ordinance.** Any exemption granted under this Resolution shall be by a duly adopted ordinance of the City Council.

Section 8. **Application.** Any applicant desiring an economic development ad valorem tax exemption shall, on or before March 1 of the year in which the exemption is requested, file with the City Council, or its designee, Form DR-418 prescribed by the Florida Department of Revenue, or any amendment or replacements thereto, and any Supplemental Form prescribed by the City (together referred to as "Application"). The application shall request that the Council adopt an ordinance granting the applicant an exemption pursuant to this resolution and shall include the following information:

(a) The name and location of the new business or the expansion of an existing business;

(b) A description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements;

(c) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased;

(d) Proof, to the satisfaction of the Council that the applicant is a new business or an expansion of an existing business as defined in Section 5 of this resolution.

(e) The number of jobs the applicant expects to create along with the average wage of the jobs and whether the jobs are full-time or part-time;

(f) The expected time schedule for job creation; and the following information:

(1) The expected numbers of employees of the business who will reside in the City of Cocoa;

(2) The average wage of employees of the business;

(3) The type of industry or business;

(4) The environmental impact of the business;

(5) The anticipated volume of business or production;

(6) Whether relocation or expansion of the business would occur without the exemption;

(7) Whether the business is/or will be located within an enterprise zone, brownfield, HUBZone, or redevelopment area;

Section 9. **Application Process.** Upon receipt of an application for economic development ad valorem tax exemption, the application shall be reviewed in the following manner:

(A) **Prescreening & preliminary analysis.** The Community Services Director, or designee, shall review the application to determine if it has satisfied all the requirements of Section 8 herein and is otherwise complete for processing purposes. Incomplete applications will not be processed.

(B) **Staff Recommendation.** Once an application is deemed complete, the Community Services Director shall review the application, prepare the scoring sheet and

conduct an economic impact analysis based on all supporting documents submitted by the applicant. In addition, the Community Services Director shall prepare a written recommendation to the City Council in the form of an agenda item that will be presented to the Council at a duly held public meeting. The recommendation shall also address the factors set forth in subparagraph (C) below which Council is required to take into account.

(C) Preliminary review and adoption of Resolution by Council. Upon receipt of the Community Services Recommendation, the City Council shall conduct a preliminary review of the application and recommendation for the dual purpose of determining whether the applicant is eligible for an exemption and whether the application merits being forwarded to the Brevard County Property Appraiser for review. If Council determines that the application should be forwarded to the Property Appraiser, Council shall adopt a resolution certifying that the application is eligible for an exemption and authorize the Community Services Director to retain a copy of the application for the City and to forward the Resolution and the original application to the Property Appraiser.

In considering the application, the City Council will also take into account the following:

(1) The total number of net new jobs to be created by the applicant;

(2) The average wage of the new jobs;

(3) The type of business or operation and whether it qualifies as a target industry as may be identified from time to time by the City Council;

(4) The environmental impact of the proposed business or operation;

(5) The extent to which the applicant intends to source its supplies and materials within the City of Cocoa and Brevard County; and

(6) Any other economic-related characteristics or criteria deemed necessary by the City Council including, but not limited to, the recommendation of the Community Services Director and staff as stated in the required agenda item.

(D) **First Reading of Ordinance by Council.** At the same meeting during its preliminary review of the application, the Council may also conduct first reading of an ordinance for the approval of the ad valorem tax abatement if Council determines that the application merits being forwarded to the Property Appraiser for review. The ordinance shall meet the requirements set forth in section 196.1995(11), Florida Statutes. If the Council elects not to conduct first reading of the ordinance and not send the application to the Property Appraiser, the application shall be deemed rejected unless otherwise decided by the Council. If Council elects to conduct first reading of an ordinance and forward the application to the Property Appraiser, first reading shall only be considered a preliminary decision on the application by Council and under no circumstances shall said decision be construed as final or a guarantee that the tax abatement will ultimately be granted. After the City receives a report on the application from the Property Appraiser, the ordinance approved on first reading may be subject to modification or withdrawal at the City Council's discretion.

(E) **Property Appraiser review.** Upon receipt and careful review of the original application, the Property Appraiser shall report the following information to the Council:

(1) The total revenue available to the City for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;

(2) Any revenue lost to the City for the current fiscal year by virtue of exemptions previously granted, or an estimate of such revenue if the actual revenue lost cannot be determined;

(3) An estimate of the revenue which would be lost to the City during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation; and

(4) A determination as to whether the property for which an exemption is requested is to be incorporated into a new business of the expansion of an existing business, or into neither, which determination the Property Appraiser shall also affix to the face of the application.

(F) **Final Review/adoption by Council.** Upon receipt of the Property Appraiser's report, the Community Services Director shall schedule the application and/or ordinance for second reading during the next available Council meeting. At that meeting the Council shall consider the application, economic impact analysis, recommendation and analysis of the Community Services Director, the Property Appraiser's report, and the factors stated in subparagraph (C) above, to determine whether or not to adopt an ordinance granting an economic development ad valorem tax exemption to the applicant. The ordinance, if adopted, shall be adopted in the same

manner as any other ordinance of the City and shall include, at a minimum, the following:

(1) The name and address of the new business or expansion of an existing business to which the exemption is granted;

(2) The total amount of revenue available to the City from ad valorem tax sources for the current fiscal year, the total amount of revenue lost to the City for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect, and the estimated revenue loss to the City for the current fiscal year attributable to the exemption of the business named in the ordinance;

(3) The period of time for which the exemption will remain in effect and the expiration date of the exemption;

(4) A finding that the business meetings the definition of a new business or expansion of an existing business as set forth in Section 5 of this resolution; and

(5) A statement that the exemption is subject to the terms and conditions of this resolution and/or other terms and conditions required by Council.

(G) Economic Development Incentive Agreement. Any applicant receiving an ad valorem tax exemption pursuant to this Resolution shall be required to enter into an Economic Development Incentive Agreement with the City on a form acceptable to the City Attorney, which shall outline the parameters for which the business is scheduled to perform, the conditions to maintain eligibility, termination, and reporting requirements. Any such agreement shall be considered for approval by the Council concurrently with the Council's consideration of adoption of the ordinance granting the ad valorem tax exemption.

Section 10. **Precedent non-binding.** Applications for exemptions shall be considered by the Council on a case-by-case basis, after consideration by Council of the recommendations of the Community Services Director and the Property Appraisers report. No precedent shall be implied or inferred by the granting or denial of an exemption pursuant this Resolution.

Section 11. **All Exemption Granted are Conditional.** All exemptions granted pursuant to this Resolution shall be conditions upon the applicant maintaining the new business or the expansion of an existing business, as defined in Section 5 of this Resolution, for the duration of time in which the exemption was granted. In addition, the application is conditioned upon the Applicant submitting an annual report to the Council evidencing the satisfaction of this condition. The report shall be on a form proscribed by the City. The report shall be received by the Council no later than January 31 of each year. The applicant shall also submit any other information or reports as the Council deems reasonably necessary for purposes of determining whether the applicant is complying with the terms, conditions, and intent and purpose of this resolution, the terms and conditions of the ordinance granting the exemption, and any representations made in the application process.

Section 12. **Revocation of Exemption/Recovery of Funds.** The Council reserves the right to revoke by ordinance any economic development ad valorem tax exemption granted pursuant to this resolution if an applicant fails to comply with any term of condition set forth in this Resolution or the ordinance granting the exemption. If an exemption is revoked, the Council may recover any ad valorem taxes previously exempted under this Resolution including, but not limited to, re-imposing the ad valorem

taxes and placing them on the annual tax assessment roles. In addition, the City shall have the right to recover any and all costs and damages (including reasonable attorney fees) incurred in recovering ad valorem taxes from the applicant.

SECTION 3. **Repeal of Prior Inconsistent Resolutions.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. **Severability.** Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

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

RESOLVED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 11th day of February, 2014.

Henry U. Parrish, III, Mayor

ATTEST:

Joan Clark, City Clerk

City of
Cocoa, Florida
Community Services Department
Office of Economic Development
65 Stone Street, Cocoa, Florida 32922
PHONE (321) 433-8525 FAX (321) 433-8526
Website: www.cocoafl.org

City of Cocoa Ad Valorem Tax Exemption
Scoring Sheet

Business Name: _____

Number of New Employees	Points	Existing Business Expansion Option
10-20	3	25% Increase in Employees
21-60	6	50% Increase in Employees
61-99	9	75% Increase in Employees
100 and up	10	100% Increase in Employees

Average Annual Wage	Points
Below Average	0
Average ($33,411)*	4
25% Above Average ($41,764)	7
50% Above Average ($50,117)	9
100% Above Average ($66,822)	10

Capital Investment	Points
$ 250,000 - $ 1,000,000	1
$ 1,000,000 - $ 4,000,000	2
$ 4,000,000 - $ 7,000,000	3
$ 7,000,000 - $10,000,000	4
$10,000,000 and up	5

Special District	Points
Enterprise Zone, Brownfield, HUBZone	1

Total Points** ☐

Certified By: _____ _____
City Staff Member Date

* The Average Annual Wage is determined by the average wage of the city of Cocoa. This figure shall be updated at the beginning of each calendar year using a reliable source, or as provided by the U.S. Census.

Rev. November 19, 2013

Program Guidelines

Total Points	Percentage of Exemption by Year	Length of Exemption
11 - 13 points**	Years 1 through 3: 60% Year 4: 50% Year 5: 40% Year 6: 30%	6 years
14 - 16	Years 1 through 4: 70% Year 5: 60% Year 6: 50% Year 7: 40%	7 years
17 - 19	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50%	8 years
20 - 22	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40%	9 years
23 - 25	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50% Year 9: 40% Year 10: 30%	10 years

** Minimum of 11 points required to qualify for exemption.

The City of Cocoa City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

The City Council reserves the right to vary the ad valorem incentives for certain target industries and businesses deemed critical for the future economic development of the City. In addition, for such targeted industries and businesses, the City Council may consider other economic incentives, such as an ad valorem reimbursement grant incentive, in accordance with the City's home rule and statutory economic development powers. Ad Valorem Abatement or reimbursement grants for such target industries and businesses will be derived on a negotiated schedule and may include such factors as occupied existing business space, development of new business space, capital improvements made, number of jobs created, annual wages, number of relocated jobs, and number of local residents hired.

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 30th 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

ORDINANCE NO. 12-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO WAL-MART STORES EAST, LP; PROVIDING AN EXPIRATION DATE FOR THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.012(14), FLORIDA STATUTES; PROVIDING FOR PROOF OF ELIGIBILITY FOR EXEMPTION; PROVIDING A REQUIREMENT FOR AN ANNUAL REPORT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, economic development and the creation of jobs are priorities of the City Council of the City of Cocoa; and

WHEREAS, the citizens of Cocoa voted to provide economic incentives to new and expanding businesses in the November 8, 2005 and November 4, 2014 general elections; and

WHEREAS, Wal-Mart Stores East, LP ("**Walmart**") has requested that the City of Cocoa exempt from ad valorem taxation the assessed value of proposed new construction to its real property made to facilitate the establishment of its business in refrigerated warehousing and product distribution, and all of the net increase in tangible personal property it acquires to facilitate such new business; and

WHEREAS, the Property Appraiser has provided the City of Cocoa with its report as required by section 196.1995(9), Florida Statutes; and

WHEREAS, it has been determined that Walmart meets the requirements of section 196.012(14), Florida Statutes, as a new business to be located in Cocoa; and

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

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Economic Development Ad Valorem Tax Exemption.**

(a) An economic development ad valorem tax exemption is hereby granted to Walmart, located in Cocoa, Florida, for new improvements to real property and tangible personal property purchased as equipment.

(b) The total amount of revenue available to the City of Cocoa from ad valorem tax sources for the current fiscal year is $4,294,115.39. The City of Cocoa loses $7,450.68 for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect from previous years.

(c) The estimated taxable value lost to the City of Cocoa for the current fiscal year attributable to the exemption granted to Walmart is $84,200,000 for improvements to real property and $12,000,000 for personal property. The estimate of the revenue which will be lost to the City of Cocoa during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation is $184,058.

(d) The tax exemption hereby granted shall be 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 ad valorem taxes for years 1 through 5.

(e) In accordance with the findings of the Cocoa City Council and the Brevard County Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of a new business, as defined by section 196.012(14), Florida Statutes.

(f) The economic development ad valorem tax exemption is subject to the terms and conditions of Resolution 2014-18 and/or other terms and conditions required by the City Council.

Section 3. **Evidence of Continued Eligibility.**

(a) Walmart shall submit to the City of Cocoa an annual report providing evidence of continued compliance with the definition of a "new business" or an "expansion of an existing business" for each of the five (5) years during which Walmart is eligible to receive ad valorem tax exemption. The annual report shall be received by the City Council no later than January 31 of each year.

(b) If the annual report is not received, or if the annual report indicates that Walmart no

longer meets the criteria of section 196.012, Florida Statutes, the City Council shall revoke by ordinance this economic development ad valorem tax exemption, reimpose the ad valorem taxes exempted, and Walmart shall be required to make payment of the taxes exempted in addition to interest accrued at the maximum rate allowed by law.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. Not Incorporated Into Code. This ordinance shall not be incorporated into the Cocoa City Code.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective upon adoption by the City Council of the City of Cocoa, Florida and upon the complete execution of an Economic Incentive Agreement between the City of Cocoa and Walmart.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 24th day of May, 2016.

Henry U. Parrish, III, Mayor

ATTEST:

Carie Shealy, City Clerk

First Reading: 5/10/2016
Second Reading: 5/24/2016
Legal Ad Published: 5/14/2016
Effecitve Date: 6/30/2016

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

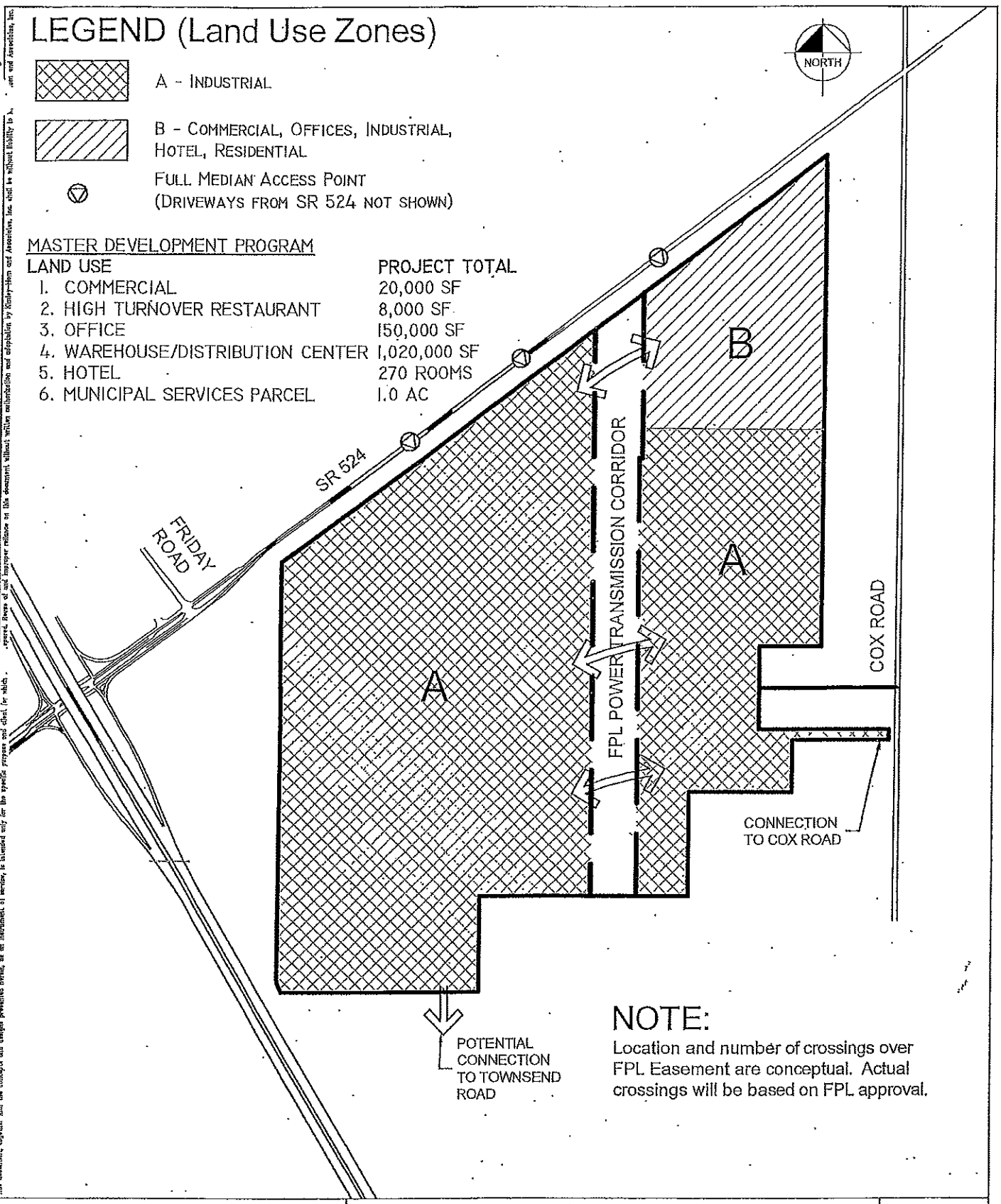
B - COMMERCIAL, OFFICES, INDUSTRIAL, HOTEL, RESIDENTIAL

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.

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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

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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

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OFFICE OF ECONOMIC DEVELOPMENT
Community Services 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: 702 SW 8th Street, Mail Stop 0555, Bentonville, AR 75716-0555

2. Name & Title of representative: Anita Hargett
   Telephone: (479) 721-1877 E-mail: Anita.Hargett@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:
   Developed a 460,000+ SF refrigerated warehouse and distribution facility
   Construction commenced 5/1/2017

5. Description and purpose of the tangible personal property subject to reporting:
   Attach Exhibit A – Tangible Personal Property Annual Reporting
   $16,903,820.30

6. Average value of inventory on hand: 14,858,882

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: $49,346.57

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10. Number of full-time employees employed in Florida: 120,679
    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: _____

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: March 1, 2021 SIGNED: Anita Hargett
(Preparer)

SIGNED: DocuSigned by: Anita Hargett 1A5972F8DE9842F... 702 SW 8th Street, Bentonville, AR 75716
(Preparer's Address)

TITLE: Director – Tax (479) 721-1877
(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)

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Exhibit A

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
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	$ 871,062.86
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	$ 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
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

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Exhibit A

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	$ 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 ΓÇô SKID DESIGN	9/11/2018	1	$ 335,488.84
Sweeper/Scrubber-Rider-Tennant M20	9/11/2018	1	$ 81,896.42
MISC WAREHOUSE EQUIPMENT TOOLS ETC	9/11/2018	1	$ 1,146.41
RACKING EQUIPMENT	9/11/2018	1	$ 47,524.84
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
COMPUTER DATA INPUT DEVICES	1/31/2020	1	$ 17,426.22
COMPUTERS	1/31/2020	1	$ 8,120.76
HARDWARE	1/31/2020	1	$ 2,140.00
Crown RC554540 190 Clamp 25D-CC-35Q Groc	4/1/2020	1	$ 18,210.60
CRW160427-042 FORK ASSEMBLY 1.75 X 4/42	4/1/2020	1	$ 1,547.98
CRW138382-002 LBR 39X36"	4/1/2020	1	$ 1,460.03
CRW 136579-002 SIDESHIFTER CASCADE 959 C	4/1/2020	1	$ 1,232.99
LIGHTING FIXTURES AND EQUIPMENT	4/27/2020	1	$ 8,150.35
HARDWARE	4/30/2020	1	$ 24,529.29
FIXTURES-EQUIPMENT - STORES	5/31/2020	1	$ 570.00
COMPUTERS	7/31/2020	1	$ 526.66
COMPUTER DATA INPUT DEVICES	8/31/2020	1	$ 231,621.69
HARDWARE	9/30/2020	1	$ 21,383.95
WAREHOUSE SHELVING & STORAGE	12/20/2020	1	$ 268,952.64
REFRIG. EQUIPT.-CONDENSERS, COMPRESSORS	12/20/2020	1	$ 126,928.75
COMPUTER DATA INPUT DEVICES	12/30/2020	1	$ 963.25
LIFTING EQUIPMENT AND ACCESSORIES	12/31/2020	1	$ 56,478.60
HARDWARE	12/31/2020	1	$ 70.97
Total			**$16,903,820.30**

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Exhibit B

Employment Annual Reporting

Annual Reporting

Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Manager	493110	1		$ 149,724.74	12/6/2019
Manager	493110	1		$ 132,066.14	11/11/2019
Manager	493110	1		$ 126,289.42	1/19/2018
Manager	493110	1		$ 111,215.34	1/19/2018
Manager	493110	1		$ 109,524.80	1/19/2018
Manager	493110	1		$ 106,788.97	5/11/2018
Manager	493110	1		$ 104,308.12	5/10/2019
Manager	493110	1		$ 103,638.99	5/11/2018
Manager	493110	1		$ 102,590.99	5/11/2018
Manager	493110	1		$ 98,549.74	3/30/2018
Manager	493110	1		$ 95,568.54	7/5/2019
Manager	493110	1		$ 94,359.91	3/30/2018
Manager	493110	1		$ 94,157.47	3/30/2018
Manager	493110	1		$ 94,124.48	3/30/2018
Manager	493110	1		$ 91,765.15	3/30/2018
Manager	493110	1		$ 89,608.57	2/2/2018
Manager	493110	1		$ 85,495.30	3/16/2018
Manager	493110	1		$ 83,783.41	2/16/2018
Manager	493110	1		$ 82,442.47	3/12/2018
Manager	493110	1		$ 82,239.75	3/30/2018
Manager	493110	1		$ 81,313.35	4/27/2018
Manager	493110	1		$ 80,897.60	3/30/2018
Manager	493110	1		$ 77,048.23	5/11/2018
Warehouse Associate	493110	1		$ 77,607.15	11/8/2019
Manager	493110	1		$ 73,147.59	3/16/2018
Manager	493110	1		$ 71,192.17	3/16/2018
Manager	493110	1		$ 69,312.11	5/11/2018
Manager	493110	1		$ 68,716.71	2/16/2018
Manager	493110	1		$ 68,619.21	4/27/2018
Manager	493110	1		$ 68,521.71	3/30/2018
Manager	493110	1		$ 66,996.39	2/15/2019
Warehouse Associate	493110	1		$ 66,342.29	4/30/2018
Warehouse Associate	493110	1		$ 63,201.13	4/13/2018
Warehouse Associate	493110	1		$ 62,872.06	4/30/2018
Warehouse Associate	493110	1		$ 60,841.51	4/13/2018
Warehouse Associate	493110	1		$ 60,657.00	4/13/2018
Warehouse Associate	493110	1		$ 58,535.96	4/13/2018
Warehouse Associate	493110	1		$ 58,619.89	7/9/2018
Warehouse Associate	493110	1		$ 58,448.68	10/31/2018

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Exhibit B

Employment Annual Reporting

Annual Reporting

Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 58,702.68	5/29/2018
Warehouse Associate	493110	1		$ 57,957.51	5/11/2018
Warehouse Associate	493110	1		$ 57,830.21	6/25/2018
Manager	493110	1		$ 57,454.27	7/23/2018
Warehouse Associate	493110	1		$ 59,600.54	9/27/2019
Manager	493110	1		$ 56,104.77	7/6/2018
Warehouse Associate	493110	1		$ 55,196.95	4/30/2018
Warehouse Associate	493110	1		$ 55,239.31	8/20/2018
Warehouse Associate	493110	1		$ 55,135.00	10/26/2018
Warehouse Associate	493110	1		$ 59,671.34	7/20/2018
Warehouse Associate	493110	1		$ 54,052.10	7/20/2018
Warehouse Associate	493110	1		$ 55,151.01	8/20/2018
Warehouse Associate	493110	1		$ 52,743.74	4/13/2018
Warehouse Associate	493110	1		$ 53,815.01	5/11/2018
Warehouse Associate	493110	1		$ 51,900.84	6/8/2018
Warehouse Associate	493110	1		$ 54,748.41	7/5/2019
Warehouse Associate	493110	1		$ 52,402.42	4/27/2018
Warehouse Associate	493110	1		$ 52,735.14	6/17/2019
Warehouse Associate	493110	1		$ 52,712.06	3/30/2018
Warehouse Associate	493110	1		$ 52,545.75	7/20/2018
Warehouse Associate	493110	1		$ 50,539.33	5/11/2018
Warehouse Associate	493110	1		$ 54,445.71	9/27/2019
Warehouse Associate	493110	1		$ 49,789.74	6/8/2018
Warehouse Associate	493110	1		$ 51,338.12	4/30/2018
Warehouse Associate	493110	1		$ 50,243.77	6/8/2018
Warehouse Associate	493110	1		$ 48,571.85	6/8/2018
Warehouse Associate	493110	1		$ 49,297.57	4/27/2018
Warehouse Associate	493110	1		$ 54,657.97	7/16/2018
Warehouse Associate	493110	1		$ 48,444.88	6/22/2018
Warehouse Associate	493110	1		$ 51,423.76	7/6/2018
Warehouse Associate	493110	1		$ 48,510.79	7/16/2018
Warehouse Associate	493110	1		$ 48,000.67	7/20/2018
Warehouse Associate	493110	1		$ 48,576.35	4/13/2018
Warehouse Associate	493110	1		$ 53,032.02	8/20/2018
Warehouse Associate	493110	1		$ 46,921.55	5/11/2018
Warehouse Associate	493110	1		$ 47,089.42	7/16/2018
Warehouse Associate	493110	1		$ 48,115.73	5/29/2018
Warehouse Associate	493110	1		$ 49,593.05	7/16/2018
Warehouse Associate	493110	1		$ 51,046.35	4/13/2018

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Exhibit B

Employment Annual Reporting

Annual Reporting

Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 50,187.69	7/9/2018
Warehouse Associate	493110	1		$ 51,662.94	6/8/2018
Warehouse Associate	493110	1		$ 46,668.49	6/8/2018
Warehouse Associate	493110	1		$ 46,059.63	9/28/2018
Warehouse Associate	493110	1		$ 49,071.78	4/13/2018
Warehouse Associate	493110	1		$ 48,300.35	12/21/2018
Warehouse Associate	493110	1		$ 45,883.38	8/31/2018
Warehouse Associate	493110	1		$ 45,942.30	5/11/2018
Warehouse Associate	493110	1		$ 47,800.73	2/4/2019
Warehouse Associate	493110	1		$ 47,143.70	7/16/2018
Warehouse Associate	493110	1		$ 52,914.36	9/17/2018
Warehouse Associate	493110	1		$ 45,469.03	7/6/2018
Warehouse Associate	493110	1		$ 45,087.23	5/29/2018
Warehouse Associate	493110	1		$ 46,857.36	7/6/2018
Warehouse Associate	493110	1		$ 47,823.52	10/25/2019
Warehouse Associate	493110	1		$ 44,900.44	7/9/2018
Warehouse Associate	493110	1		$ 45,502.93	7/16/2018
Warehouse Associate	493110	1		$ 49,738.83	7/16/2018
Warehouse Associate	493110	1		$ 45,039.07	8/30/2019
Warehouse Associate	493110	1		$ 44,935.41	6/8/2018
Warehouse Associate	493110	1		$ 45,617.17	7/9/2018
Warehouse Associate	493110	1		$ 44,260.28	7/20/2018
Warehouse Associate	493110	1		$ 47,946.71	5/11/2018
Warehouse Associate	493110	1		$ 45,209.12	5/29/2018
Warehouse Associate	493110	1		$ 45,222.43	7/9/2018
Warehouse Associate	493110	1		$ 44,483.77	7/9/2018
Warehouse Associate	493110	1		$ 47,889.70	11/23/2018
Warehouse Associate	493110	1		$ 44,415.87	5/11/2018
Warehouse Associate	493110	1		$ 47,277.35	1/21/2019
Warehouse Associate	493110	1		$ 45,267.05	8/20/2018
Warehouse Associate	493110	1		$ 43,365.34	6/25/2018
Warehouse Associate	493110	1		$ 43,587.04	3/1/2019
Warehouse Associate	493110	1		$ 43,911.00	7/20/2018
Warehouse Associate	493110	1		$ 43,780.46	10/29/2019
Warehouse Associate	493110	1		$ 43,110.87	6/5/2018
Warehouse Associate	493110	1		$ 43,904.33	7/16/2018
Warehouse Associate	493110	1		$ 42,684.52	7/20/2018
Warehouse Associate	493110	1		$ 42,804.95	2/15/2019
Warehouse Associate	493110	1		$ 49,100.16	7/2/2018

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Exhibit B

Employment Annual Reporting

Annual Reporting

Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 43,726.22	7/2/2018
Warehouse Associate	493110	1		$ 42,469.57	7/16/2018
Warehouse Associate	493110	1		$ 43,242.00	7/6/2018
Warehouse Associate	493110	1		$ 42,380.54	12/7/2018
Warehouse Associate	493110	1		$ 45,434.13	7/23/2018
Warehouse Associate	493110	1		$ 45,929.96	7/16/2018
Warehouse Associate	493110	1		$ 42,455.49	7/20/2018
Warehouse Associate	493110	1		$ 42,078.28	7/9/2018
Warehouse Associate	493110	1		$ 42,452.50	8/20/2018
Warehouse Associate	493110	1		$ 42,045.45	9/17/2018
Warehouse Associate	493110	1		$ 41,743.80	8/3/2018
Warehouse Associate	493110	1		$ 42,160.11	5/29/2018
Warehouse Associate	493110	1		$ 42,480.74	5/29/2018
Warehouse Associate	493110	1		$ 41,738.34	8/3/2018
Warehouse Associate	493110	1		$ 41,192.49	4/13/2018
Warehouse Associate	493110	1		$ 41,246.12	5/29/2018
Warehouse Associate	493110	1		$ 41,796.14	7/2/2018
Warehouse Associate	493110	1		$ 41,619.03	7/2/2018
Warehouse Associate	493110	1		$ 41,201.68	5/29/2018
Warehouse Associate	493110	1		$ 40,658.86	7/16/2018
Warehouse Associate	493110	1		$ 41,231.83	7/16/2018
Warehouse Associate	493110	1		$ 44,314.43	9/17/2018
Warehouse Associate	493110	1		$ 40,691.73	10/26/2018
Warehouse Associate	493110	1		$ 40,752.33	9/30/2019
Warehouse Associate	493110	1		$ 41,031.02	11/4/2019
Warehouse Associate	493110	1		$ 40,745.99	8/20/2018
Warehouse Associate	493110	1		$ 41,569.32	10/7/2019
Warehouse Associate	493110	1		$ 39,771.98	5/14/2018
Warehouse Associate	493110	1		$ 39,872.14	5/29/2018
Warehouse Associate	493110	1		$ 39,974.60	7/15/2019
Warehouse Associate	493110	1		$ 40,329.44	5/29/2018
Warehouse Associate	493110	1		$ 39,743.82	5/29/2018
Warehouse Associate	493110	1		$ 39,571.94	4/17/2018
Warehouse Associate	493110	1		$ 39,608.00	3/1/2019
Warehouse Associate	493110	1		$ 39,475.70	4/30/2018
Warehouse Associate	493110	1		$ 39,344.77	7/23/2018
Warehouse Associate	493110	1		$ 39,564.62	7/23/2018
Warehouse Associate	493110	1		$ 39,371.36	12/16/2019
Warehouse Associate	493110	1		$ 41,247.67	5/10/2019

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Exhibit B

Employment Annual Reporting

Annual Reporting

Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 39,011.98	5/27/2019
Warehouse Associate	493110	1		$ 40,283.64	1/18/2019
Warehouse Associate	493110	1		$ 38,839.88	5/11/2018
Warehouse Associate	493110	1		$ 38,856.26	7/2/2018
Warehouse Associate	493110	1		$ 38,669.07	8/6/2018
Warehouse Associate	493110	1		$ 40,723.24	10/15/2018
Warehouse Associate	493110	1		$ 38,636.64	12/10/2018
Warehouse Associate	493110	1		$ 38,788.09	4/30/2018
Warehouse Associate	493110	1		$ 38,646.02	5/13/2019
Warehouse Associate	493110	1		$ 40,501.75	7/6/2018
Warehouse Associate	493110	1		$ 38,439.57	9/16/2019
Warehouse Associate	493110	1		$ 38,358.94	1/7/2019
Warehouse Associate	493110	1		$ 38,871.34	5/11/2018
Warehouse Associate	493110	1		$ 38,918.90	7/16/2018
Warehouse Associate	493110	1		$ 38,036.29	7/9/2018
Warehouse Associate	493110	1		$ 38,514.59	7/23/2018
Warehouse Associate	493110	1		$ 38,106.69	8/12/2019
Warehouse Associate	493110	1		$ 37,556.75	5/29/2018
Warehouse Associate	493110	1		$ 37,499.36	4/30/2018
Warehouse Associate	493110	1		$ 37,613.23	7/23/2018
Warehouse Associate	493110	1		$ 37,405.13	8/3/2018
Warehouse Associate	493110	1		$ 37,303.67	8/20/2018
Warehouse Associate	493110	1		$ 37,295.72	9/17/2018
Warehouse Associate	493110	1		$ 37,153.51	1/21/2019
Warehouse Associate	493110	1		$ 37,286.09	11/11/2019
Warehouse Associate	493110	1		$ 37,495.58	9/17/2018
Warehouse Associate	493110	1		$ 37,077.17	7/23/2018
Warehouse Associate	493110	1		$ 37,716.42	11/12/2018
Warehouse Associate	493110	1		$ 37,011.38	7/9/2018
Warehouse Associate	493110	1		$ 37,362.69	4/15/2019
Warehouse Associate	493110	1		$ 37,142.42	11/12/2018
Warehouse Associate	493110	1		$ 37,043.08	1/9/2018
Warehouse Associate	493110	1		$ 36,647.63	11/11/2019
Warehouse Associate	493110	1		$ 36,641.46	7/16/2018
Warehouse Associate	493110	1		$ 36,984.59	7/23/2018
Warehouse Associate	493110	1		$ 37,021.57	1/16/2018
Warehouse Associate	493110	1		$ 35,355.37	7/16/2018
Warehouse Associate	493110	1		$ 35,199.43	12/30/2019
Warehouse Associate	493110	1		$ 35,423.32	7/23/2018

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Exhibit B

Employment Annual Reporting

Annual Reporting

Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 34,956.61	9/4/2018
Warehouse Associate	493110	1		$ 36,581.80	10/7/2019
Warehouse Associate	493110	1		$ 36,641.73	4/30/2018
Warehouse Associate	493110	1		$ 36,148.03	7/16/2018
Warehouse Associate	493110	1		$ 35,881.20	8/20/2018
Warehouse Associate	493110	1		$ 35,524.11	5/10/2019
Warehouse Associate	493110	1		$ 35,470.96	8/2/2019
Warehouse Associate	493110	1		$ 35,364.09	9/17/2018
Warehouse Associate	493110	1		$ 35,351.71	12/2/2019
Warehouse Associate	493110	1		$ 36,080.96	10/21/2019
Warehouse Associate	493110	1		$ 35,313.71	7/16/2018
Warehouse Associate	493110	1		$ 35,219.70	7/9/2018
Warehouse Associate	493110	1		$ 35,571.73	4/15/2019
Warehouse Associate	493110	1		$ 35,077.59	8/30/2019
Warehouse Associate	493110	1		$ 34,984.42	7/16/2018
Warehouse Associate	493110	1		$ 34,933.49	11/25/2019
Warehouse Associate	493110	1		$ 34,837.01	7/23/2018
Warehouse Associate	493110	1		$ 34,852.10	5/27/2019
Warehouse Associate	493110	1		$ 34,811.63	7/16/2018
Warehouse Associate	493110	1		$ 34,713.26	12/9/2019
Warehouse Associate	493110	1		$ 34,946.22	6/3/2019
Warehouse Associate	493110	1		$ 34,503.17	8/16/2019
Warehouse Associate	493110	1		$ 34,491.26	7/16/2018
Warehouse Associate	493110	1		$ 34,442.24	4/12/2019
Warehouse Associate	493110	1		$ 34,376.45	7/16/2018
Warehouse Associate	493110	1		$ 34,356.13	1/7/2019
Warehouse Associate	493110	1		$ 35,136.48	7/16/2018
Warehouse Associate	493110	1		$ 34,292.66	11/22/2019
Warehouse Associate	493110	1		$ 34,291.68	11/12/2018
Warehouse Associate	493110	1		$ 34,449.91	1/7/2019
Warehouse Associate	493110	1		$ 34,262.24	5/29/2018
Warehouse Associate	493110	1		$ 34,019.29	4/1/2019
Warehouse Associate	493110	1		$ 33,991.76	2/4/2019
Warehouse Associate	493110	1		$ 34,393.39	8/31/2018
Warehouse Associate	493110	1		$ 33,911.59	10/14/2019
Warehouse Associate	493110	1		$ 33,473.06	2/18/2019
Warehouse Associate	493110	1		$ 34,276.64	8/3/2018
Warehouse Associate	493110	1		$ 32,999.43	7/22/2019
Warehouse Associate	493110	1		$ 32,745.11	10/28/2019

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Exhibit B

Employment Annual Reporting

Annual Reporting

Company: Wal-Mart Stores East, LP.

Title	NAICS	# FT	# PT	Avg. Salary	Hire Date
Warehouse Associate	493110	1		$ 32,432.63	7/23/2018
Warehouse Associate	493110	1		$ 31,783.24	7/16/2018
Warehouse Associate	493110	1		$ 31,365.94	7/23/2018
Warehouse Associate	493110	1		$ 30,842.86	6/24/2019
Warehouse Associate	493110	1		$ 30,729.79	10/26/2018
Total		239		$ 49,346.57	

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Selection Criteria:
Juris. Code: FL-0000;

WAL-MART ASSOCIATES, INC.
SUI Tax/Wage Report by State
Quarter 4 of 2020

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 05-08008-0548-100010								
01WS WAL-MART ASSOCIATES, INC.	0.0019000	112794	116496	120679	917,741,296.85	829,958,899.85	87,782,397.00	166,786.55
TOTAL SUI TAX		112794	116496	120679	917,741,296.85	829,958,899.85	87,782,397.00	166,786.55
TOTAL COMBINE 01WS FLORIDA		**112794**	**116496**	**120679**				**166,786.55**
***TOTAL FLORIDA**		**112794**	**116496**	**120679**	**917,741,296.85**	**829,958,899.85**	**87,782,397.00**	**166,786.55**
***Grand Total:**		**112794**	**116496**	**120679**		**829,958,899.85**		**166,786.55**
					917,741,296.85		**87,782,397.00**	

*Total on wages indicate only SUI TAX type

[LTtax*NET: rptSUIRptByState2]

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2020 REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2407075		13D0

Pay your taxes online at www.brevardtc.com

Wal-Mart Stores East LP
2001 SE 19th
Bentonville, AR 72716-0001

4505 HIGHWAY 524

PART OF SE 1/4 OF NE 1/4 & PART OF S 1/2 OF SEC 23 ALL LYING SELY OF ST RD 524
See Additional Legal on Tax Roll

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6929	88,735,640	57,329,270	31,406,370	115,980.58
BREVARD LIBRARY DISTRICT	0.4264	88,735,640	57,329,270	31,406,370	13,391.68
BREVARD MOSQUITO CONTROL	0.1728	88,735,640	57,329,270	31,406,370	5,427.02
RECREATION DISTRICT 4 - MAINT	0.6346	88,735,640	57,329,270	31,406,370	19,930.48
TI-CO AIRPORT AUTHORITY	0.0000	88,735,640	0	88,735,640	0.00
SCHOOL - BY STATE LAW	3.6940	88,735,640	0	88,735,640	327,789.45
SCHOOL - BY LOCAL BOARD	0.7480	88,735,640	0	88,735,640	66,374.26
SCHOOL - CAPITAL OUTLAY	1.5000	88,735,640	0	88,735,640	133,103.46
CITY OF COCOA	5.9790	88,735,640	28,664,640	60,071,000	359,164.51
ST JOHNS RIVER WATER MGMT DST	0.2287	88,735,640	0	88,735,640	20,293.84
FLA INLAND NAVIGATION DIST	0.0320	88,735,640	0	88,735,640	2,839.54
ENV END LD/WTR LTD 05-24	0.0592	88,735,640	57,329,270	31,406,370	1,859.26
ENV END LD/WTR LTD(DBTP) 05-24	0.0522	88,735,640	0	88,735,640	4,632.00

TOTAL MILLAGE	17.2198	AD VALOREM TAXES	$1,070,786.08

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
115 STORMWATER COCOA	70,128.58
158 SOLID WASTE DISPOSAL	13,769.49
167 FIRE SERVICES - COCOA	143,046.54

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$226,944.61

If Paid By	Nov 30, 2020				
Please Pay	$1,245,821.46				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2020 REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2407075		13D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

Wal-Mart Stores East LP
2001 SE 19th
Bentonville, AR 72716-0001

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE. NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2020				
Please Pay	$1,245,821.46				

11/30/2020
Paid

Receipt # 002-21-00002717 $1,245,821.46 Paid By On File

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2020 PERSONAL PROPERTY

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
P124572000		13D0

Pay your taxes online at www.brevardtc.com

WAL MART DISTRIBTION CENTER
#US08851
WAL MART STORES EAST LP
ATTN: PROPERTY TAX DEPT MS 0555
P O BOX 8050
BENTONVILLE, AR 72712-8050

4505 HIGHWAY 524

WAL MART DISTRIBTION CENTER
#US08851

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6929	11,452,210	9,186,768	2,265,442	8,366.05
BREVARD LIBRARY DISTRICT	0.4264	11,452,210	9,186,768	2,265,442	965.98
BREVARD MOSQUITO CONTROL	0.1728	11,452,210	9,186,768	2,265,442	391.47
RECREATION DISTRICT 4 - MAINT	0.6346	11,452,210	9,186,768	2,265,442	1,437.65
TI-CO AIRPORT AUTHORITY	0.0000	11,452,210	25,000	11,427,210	0.00
SCHOOL - BY STATE LAW	3.6940	11,452,210	25,000	11,427,210	42,212.11
SCHOOL - BY LOCAL BOARD	0.7480	11,452,210	25,000	11,427,210	8,547.55
SCHOOL - CAPITAL OUTLAY	1.5000	11,452,210	25,000	11,427,210	17,140.82
CITY OF COCOA	5.9790	11,452,210	4,605,884	6,846,326	40,934.18
ST JOHNS RIVER WATER MGMT DST	0.2287	11,452,210	25,000	11,427,210	2,613.40
FLA INLAND NAVIGATION DIST	0.0320	11,452,210	25,000	11,427,210	365.67
ENV END LD/WTR LTD 05-24	0.0592	11,452,210	9,186,768	2,265,442	134.11
ENV END LD/WTR LTD(DBTP) 05-24	0.0522	11,452,210	25,000	11,427,210	596.50

TOTAL MILLAGE	17.2198	AD VALOREM TAXES	$123,705.49

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$0.00

If Paid By	Nov 30, 2020				
Please Pay	$118,757.27				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2020 PERSONAL PROPERTY

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
P124572000		13D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

WAL MART DISTRIBTION CENTER
#US08851
WAL MART STORES EAST LP
ATTN: PROPERTY TAX DEPT MS 0555
P O BOX 8050
BENTONVILLE, AR 72712-8050

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE. NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2020				
Please Pay	$118,757.27				

11/30/2020 Paid

Receipt # 002-21-00002686 $118,757.27 Paid By On File

Legislation Details (With Text)

File #:	21-200	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	3/4/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	

Title: Approve a Lease Termination with The Florida Historical Society for the operation of the Brevard Museum of History and Natural Science; accept donation of certain Florida Historical Society assets; direct staff and the City Attorney to review museum exhibit leases and donation documents to determine disposition of artifacts and exhibits not owned by the Florida Historical Society; and Approve BAF (#21-060-T) to allocate funds for the temporary operation of the Museum to maintain public access. (Assistant City Manager)

Sponsors:

Indexes:

Code sections:

Attachments:
Florida Historical Society Brevard Museum Lease Termination Letter.pdf
Brevard Museum Lease Termination.pdf
Brevard Museum Lease Agreement (Recorded).pdf
Brevard Museum of History and Natural Science History Summary.docx
Cocoa Brevard Museum Estimated Monthly Cost.pdf
Payroll Analysis-Facilities Attendant (03-08-21).pdf
BREVARD MUSEUM loan list.docx
Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-060-T-PW-Museum Operations (03-23-21) Agenda 21-200.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2021
Agenda Date: March 23, 2021
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: Stockton Whitten, City Manager
Requested Action:
Approve a Lease Termination with The Florida Historical Society for the operation of the Brevard Museum of History and Natural Science; accept donation of certain Florida Historical Society assets; direct staff and the City Attorney to review museum exhibit leases and donation documents to determine disposition of artifacts and exhibits not owned by the Florida Historical Society; and Approve BAF (#21-060-T) to allocate funds for the temporary operation of the Museum to maintain public access.

BACKGROUND:

Through a letter dated January 28, 2021 the Florida Historical Society (FHS) notified the City in

writing of its intent to terminate the Lease Agreement with the City of Cocoa and withdraw from the operation and management of the Brevard Museum of History and Natural Science, effective Monday March 1, 2021. The Brevard Museum Lease Agreement, recorded in the Official Records of Brevard County, Book 8400, Page 2273, (the "Lease") commenced on March 13, 2019 and was intended to run for a term of seventy (70) years. Termination of the Lease requires the mutual consent of the City, though rent payments are a nominal $1.00 per year. A proposed "Termination of Lease" is attached as an exhibit to this Agenda item that would be recorded in the Official Records, memorializing the termination. As of the termination date, FHS has indicated they would like to gift to the City of Cocoa all exhibits, display items and other materials necessary for the continued operation of the Museum that have been donated and are owned by the FHS. The City Council must decide whether to accept the donation of these assets. In addition, FHS has or will be notifying all parties who have loan agreements with FHS to provide display items and exhibits for the museum of its intent to terminate the Lease and for the City to take over operations of the museum pending City Council approval. FHS has provided the City with the documentation in their custody related to the contents of the Museum. A more complete background on the history of the Museum is attached to this item.

Facilities and Grounds

The Brevard Museum is located on a 30-acre City-owned parcel of real property located at 2201 Michigan Avenue in Cocoa. The overall property is also home to the former fire station #3 and Travis Park Community Center and Park. The Museum property contains the following amenities.

- 11,837 sq. ft. Museum facility
- 880 sq. ft. covered pavilion
- 421 sq. ft. enclosed outdoor restrooms
- Approximately 55,000 sq. ft. paved parking area
- Approximately 5,000 linear feet of improved and unimproved nature trails.
- Butterfly garden
- Large utility storage area

Temporary Operation

Since March 1st the City has coordinated with the FHS to transfer the necessary documents and information related to the operation of the Museum. The City is currently utilizing a PT Facility Attendant to conduct Museum tours scheduled in advance on Thursday, Friday and Saturday consistent with the former operation by the FHS. The Leisure Services division had a vacant position that is being utilized to cover the temporary personnel need for facility monitoring and tours. Nature trail access is currently being maintained by volunteers for the hours of 7 AM to dusk daily. Public access is through the main Museum entrance and the Travis Park gate. The butterfly garden is being maintained in coordination with the UF/IFAS Brevard County Extension Services and volunteer master gardeners. Public works has worked to contract necessary services and is supplementing maintenance activities at the Museum and grounds.

Through the operation of the Museum, FHS had established memberships for annual access to the Museum. FHS has coordinated to inform those membership holders that their contributions have gone towards the Museum maintenance and operations and current and future donations will benefit other FHS projects and programs.

Based on the attached cost sheet the City estimates the temporary monthly cost to maintain the

facilities and grounds as well as provide public access to the Museum is $3,189.91. Staff has preliminarily identified one-time capital expenses related to the immediate operation of the Museum at $15,700. Not included in the monthly costs is the administrative time of City staff to coordinate the activities of the Museum.

Acceptance of Museum Assets and Assignment of Leases

Within the Museum there are approximately 6,500 items associated with the exhibits and displays. FHS estimates the value of all the exhibit items to be $51,000. Prior to the effective date of the Lease, the Duval County Circuit Court approved the termination of the Grace Webster Taylor Testamentary Trust, and the trustee was tasked with distributing the assets of the Trust to the FHS. The Court's Final Order was not appealed or challenged. Accordingly, where the majority of the museum of artifacts were property of the Taylor Trust, they are now owned by FHS. The Lease established that all artifacts, exhibits, and all contents and other property associated with the Museum would remain the sole and exclusive property of the Florida Historical Society. However, as stated above, the FHS has offered to donate all artifacts, exhibits and contents of the Museum to the City in its January 28th letter. The City Council must decide whether to accept these donations.

In addition, of the 6,500 items, popular exhibits such as the Windover Archaeological Site owned by Florida State University and the Hubble Space Telescope exhibit owned by the Kennedy Space Center have existing lease agreements for their on-loan display, and FHS has notified the entities of the intent to transfer management. For a longer-term operation, these leases, among others, will need to be brought current. Staff requests that should the City Council accept termination of the Lease and commence operation of the museum, staff and the City Attorney be provided direction to examine these exhibit leases and other conveyance documents for exhibits not previously the property of the Taylor Trust to understand the terms and conditions contained therein and either obtain assignments, renegotiate terms, or otherwise return the property.

STRATEGIC PLAN CONNECTION:

Goal 2: Objective 2.1 (a), Develop a marketing strategy for attractions within Cocoa to include the Brevard Museum.

BUDGETARY IMPACT:

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

BAF#21-060-T

Amount Requested	($27,000.00)
Account Number	001-1600-513.39-00
Account Name	General Fund Contingency

PW21BM

001-3560-519.34-00	$1,470
001-3560-519.43-00	$8,750
001-3520-572.34-09	$2,590

001-3560-519.43-02 $4,190
001-3560-519.64-00 $10,000
Total: $27,000

PREVIOUS ACTION:

On March 13th 2019 City Council approved a multi-year Lease Agreement with the Florida Historical Society for the operation of the Brevard Museum of History and Natural Science.

RECOMMENDED MOTION:

Approve a Lease Termination with The Florida Historical Society for the operation of the Brevard Museum of History and Natural Science; accept donation of certain Florida Historical Society assets; direct staff and the City Attorney to review museum exhibit leases and donation documents to determine disposition of artifacts and exhibits not owned by the Florida Historical Society; and Approve BAF (#21-060-T) to allocate funds for the temporary operation of the Museum to maintain public access.

THE FLORIDA HISTORICAL SOCIETY

Office of the Executive Director

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

January 28, 2021

Dear Mr. Whitten:

The Florida Historical Society (FHS) Board of Directors voted unanimously on January 23, 2021, to terminate the Lease Agreement between FHS and the City of Cocoa, and withdraw from management of the Brevard Museum of History and Natural Science, effective Monday, March 1, 2021.

As of that date, FHS will gift to the City of Cocoa all exhibits, display items, and other materials necessary for the operation of the museum that are currently owned by us, with the hope that the City will keep the facility open and available to the public.

Prior to March 1, we will remove all FHS property not used in connection with the operation of the Leased Premises.

All parties who have loan agreements with FHS to provide display items in the museum will be notified of this change in management and given the opportunity to have their items returned or establish a new agreement with the City of Cocoa. These items include but are not limited to artifacts from the Windover archaeological site owned by Florida State University, and the Hubble Space Telescope exhibit owned by the Kennedy Space Center.

Representatives of the Florida Historical Society will continue to serve in an advisory capacity on a committee created for the community-led management of the Jewel and Leon Collins Museum of African American History and Culture, as described in the Brevard Museum Lease Agreement.

FHS is proud of all we have done for the Brevard Museum, and hope to see it thrive in the future.

Sincerely,

Dr. Benjamin D. Brotemarkle

Copy to: Anthony A. Garganese, City Attorney
Lorraine Koss, Council Member District 4

435 Brevard Ave
Cocoa, FL 32922
phone (321)690-1971x201
ben.brotemarkle@myfloridahistory.org
www.myfloridahistory.org

After recording
return document to:
Carie Shealy
City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Parcel Id. No. 24-36-19-00-05
A portion of Parcel Id. No.: 24-36-19-00-00001.0-0000.00

TERMINATION OF BREVARD MUSEUM LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT ("Termination"), is by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation, whose mailing address is 65 Stone Street, Cocoa, Florida 32922("**City**"), and **THE FLORIDA HISTORICAL SOCIETY**, a non-profit corporation existing under the laws of the State of Florida, whose mailing address is 435 Brevard Avenue, Cocoa, Florida 32922 ("**Tenant**") (collectively the "**Parties**").

RECITALS

WHEREAS, City is the fee simple owner of certain real property whose address is 2201 Michigan Avenue, Cocoa, Florida 32926, as more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference ("**Leased Premises**"); and

WHEREAS, the Parties entered into that certain Lease Agreement, recorded in the Official Records of Brevard County, Florida, Book 8400, Page 2273, (**"Lease Agreement"**) to define their rights, duties, and liabilities relating to the Leased Premises; and

WHEREAS, the Parties now intend to mutually terminate the Lease Agreement and intend to further define the conditions of such termination and the continuing obligations of the Parties;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. **Termination.** The Parties hereby mutually agree that, pursuant to Section 10.2 of the Lease Agreement, the Lease Agreement is terminated. This Termination shall serve as a notice of termination of the Lease Agreement and shall be recorded in the Official Records of Brevard County, Florida. The City shall retake possession of the Leased Premises and has accepted as a donation all of the museum contents, artifacts and exhibits currently owned by the Tenant.

3. **Conditions of Termination.** The Parties agree that the Tenant was required, pursuant to Section 4.3 of the Lease Agreement, to provide certain in-kind services to the City in exchange for the nominal rent and use of the Leased Premises. Tenant was required to provide a representative experienced in museum creation, curation, and management to serve in an advisory capacity on a committee created for the community-led management of the Jewel and Leon Collins Museum of African American History and Culture for a period of three years from the time the committee is created. In exchange for the early termination of the Lease Agreement, the Tenant agrees to continue to provide such in-kind services as originally contemplated in the Lease Agreement without compensation.

IN WITNESS WHEREOF, each party to this Termination has caused it to be executed on the date indicated below.

WITNESSES:

_____
Print:_____

_____
Print:_____

CITY:

CITY OF COCOA, FLORIDA

_____
Stockton Whitten, City Manager

ATTEST:

By:_____
Carie Shealy, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) online notarization or (___) physical presence, this _____ day of _____, 2021, by Stockton Whitten, City Manager of the City of Cocoa, Florida, a Florida municipal corporation (check one) □ who is personally known to me or □ who produced _____ as identification.

_____
Notary Public
Print Name:_____
My Commission expires:

WITNESSES:

_____
Print:_____

_____
Print:_____

TENANT:

FLORIDA HISTORICAL SOCIETY

By: _____
Signature Date

_____
Print:

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) online notarization or (___) physical presence, this _____ day of _____, 2021, by _____ the _____ of THE FLORIDA HISTORICAL SOCIETY, a Florida non-profit corporation (check one) □ who is personally known to me or □ who produced _____ as identification.

_____
Notary Public
Print Name:_____
My Commission expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED PREMISES

LEGAL DESCRIPTION

PARCEL 902

EXHIBIT "A"
SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

PARENT PARCEL ID#: 24-36-19-00-00001.0-0000.00
PURPOSE: LEASE

LEGAL DESCRIPTION OF: PARCEL 902 (BY SURVEYOR)

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF SAID SECTION 19; THENCE NORTH 00° 03' 19" EAST ALONG THE EAST LINE OF SAID NORTH ONE-HALF FOR A DISTANCE OF 1146.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1146.00 FEET OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 19; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89° 33' 30" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 2651.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF BLOCK 9, COLLEGE GREENS ESTATES UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 48, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 29° 20' 37" WEST ALONG THE EAST LINE OF SAID BLOCK 9 FOR A DISTANCE OF 711.30 FEET TO A POINT ON SOUTH RIGHT OF WAY LINE OF MICHIGAN AVENUE, A 100 FOOT WIDE RIGHT OF WAY; THENCE NORTH 63° 12' 30" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 470.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 3; THENCE SOUTH 45° 17' 46" EAST ALONG THE WEST LINE OF SAID LOT 14 FOR A DISTANCE OF 116.00 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 7; THENCE NORTH 63° 12' 30" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 495.54 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 561.46 FEET AND A CENTRAL ANGLE OF 38° 13' 30"; THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH LINE OF BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 3 AND ALONG THE SOUTH LINE OF BLOCK 7, COLLEGE GREENS ESTATES UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 16 FOR A DISTANCE OF 374.58 FEET; THENCE SOUTH 78° 34' 00" EAST ALONG THE SOUTH LINE OF BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 2 AND ALONG THE SOUTH LINE OF BLOCK 7, COLLEGE GREENS ESTATES UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 66 FOR A DISTANCE OF 185.60 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 1; THENCE SOUTH 04° 21' 20" WEST FOR A DISTANCE OF 362.7 FEET, MORE OR LESS TO THE WATERS OF CLEAR LAKE; THENCE SOUTHWESTERLY, ALONG THE WATERS OF CLEAR LAKE FOR A DISTANCE OF 929.8 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH 1146.00 FEET OF SAID NORTHEAST ONE-QUARTER; THENCE SOUTH 89° 33' 30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 562.4 FEET, MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 21.53 ACRES, MORE OR LESS.

UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE NORTH LINE OF THE SOUTH 1146.00 FEET OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 19 AS BEING SOUTH 89° 33' 30" WEST.
3. THE LOCATION OF THE WATERS OF CLEAR LAKE DIGITIZED USING A 2014 AERIAL PHOTOGRAPH OF THE AREA.
4. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

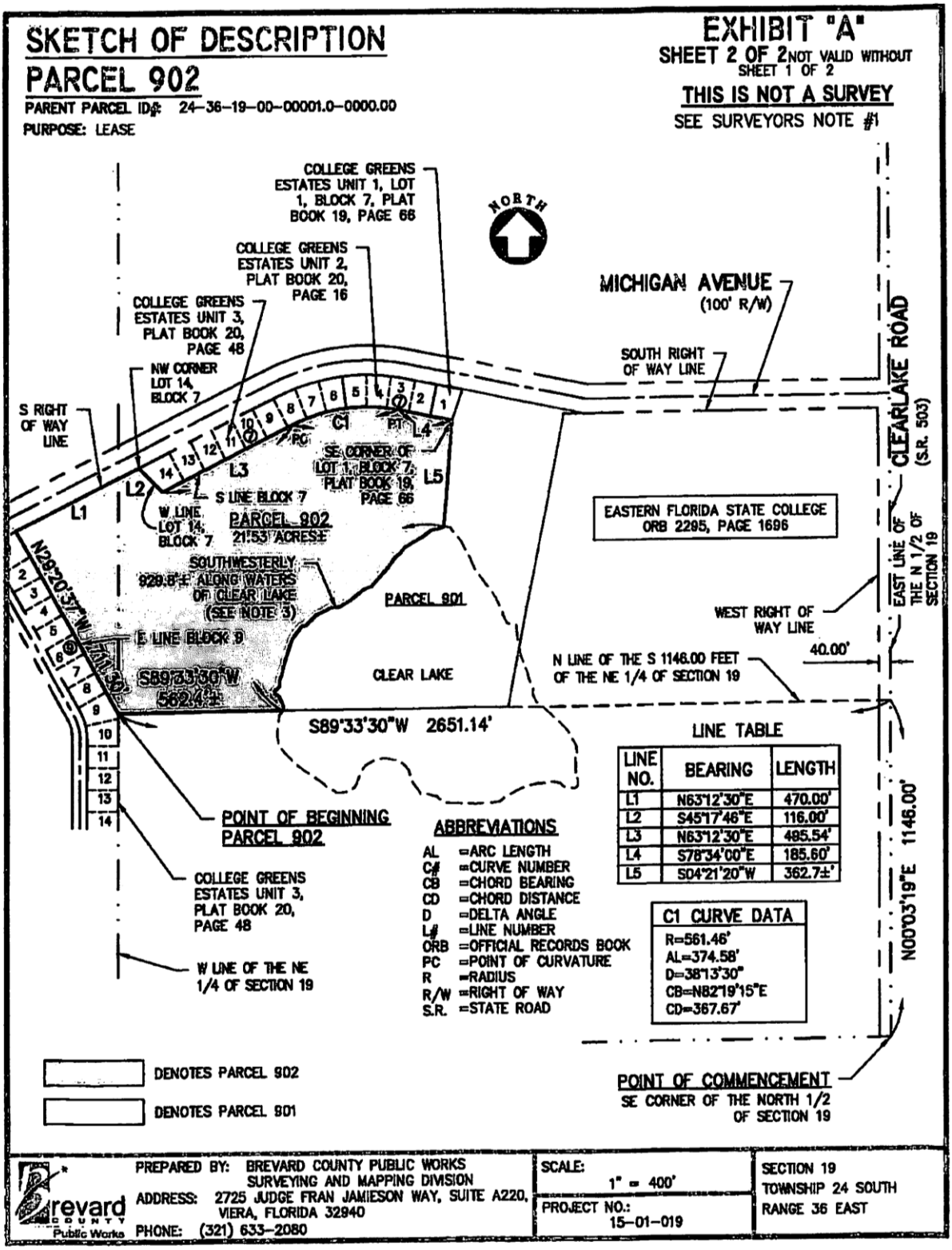
PREPARED FOR: BREVARD COUNTY
PARKS AND RECREATION DEPARTMENT
PROJECT MANAGER: MARSHA CANTRELL

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080

brevard COUNTY Public Works

DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 15-01-019			SECTION 19
		REVISIONS	DATE	DESCRIPTION	TOWNSHIP 24 SOUTH
DATE: JANUARY 14, 2015	SHEET: 1 OF 2				RANGE 36 EAST


SKETCH OF DESCRIPTION
PARCEL 902
PARENT PARCEL ID#: 24-36-19-00-00001.0-0000.00
PURPOSE: LEASE
EXHIBIT "A"
SHEET 2 OF 2 NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1
COLLEGE GREENS ESTATES UNIT 1, LOT 1, BLOCK 7, PLAT BOOK 19, PAGE 66
COLLEGE GREENS ESTATES UNIT 2, PLAT BOOK 20, PAGE 16
COLLEGE GREENS ESTATES UNIT 3, PLAT BOOK 20, PAGE 48
NW CORNER LOT 14, BLOCK 7
NORTH
MICHIGAN AVENUE (100' R/W)
SOUTH RIGHT OF WAY LINE
CLEARLAKE ROAD (S.R. 503)
S RIGHT OF WAY LINE
C1
PC
PT
L4
L5
L3
L2
L1
SE CORNER OF LOT 1, BLOCK 7, PLAT BOOK 19, PAGE 66
S LINE BLOCK 7
W LINE LOT 14, BLOCK 7
PARCEL 902
21.53 ACRES±
EASTERN FLORIDA STATE COLLEGE ORB 2295, PAGE 1696
SOUTHWESTERLY 929.8'± ALONG WATERS OF CLEAR LAKE (SEE NOTE 3)
PARCEL 901
N29°20'37"W
E LINE BLOCK 9
S89°33'30"W 562.4'±
CLEAR LAKE
EAST LINE OF THE N 1/2 OF SECTION 19
WEST RIGHT OF WAY LINE
40.00'
N LINE OF THE S 1146.00 FEET OF THE NE 1/4 OF SECTION 19
S89°33'30"W 2651.14'
N00°03'19"E 1146.00'
POINT OF BEGINNING PARCEL 902
COLLEGE GREENS ESTATES UNIT 3, PLAT BOOK 20, PAGE 48
W LINE OF THE NE 1/4 OF SECTION 19
LINE TABLE
LINE NO. | BEARING | LENGTH
L1 | N63°12'30"E | 470.00'
L2 | S45°17'46"E | 116.00'
L3 | N63°12'30"E | 485.54'
L4 | S78°34'00"E | 185.60'
L5 | S04°21'20"W | 362.7±'
ABBREVIATIONS
AL =ARC LENGTH
C# =CURVE NUMBER
CB =CHORD BEARING
CD =CHORD DISTANCE
D =DELTA ANGLE
L# =LINE NUMBER
ORB =OFFICIAL RECORDS BOOK
PC =POINT OF CURVATURE
R =RADIUS
R/W =RIGHT OF WAY
S.R. =STATE ROAD
C1 CURVE DATA
R=561.46'
AL=374.58'
D=38°13'30"
CB=N82°19'15"E
CD=367.67'
DENOTES PARCEL 902
DENOTES PARCEL 901
POINT OF COMMENCEMENT
SE CORNER OF THE NORTH 1/2 OF SECTION 19
Brevard County Public Works
PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080
SCALE: 1" = 400'
PROJECT NO.: 15-01-019
SECTION 19
TOWNSHIP 24 SOUTH
RANGE 36 EAST

Lease to be rerecorded to correct the omission of the Term in Section 4.1 of the Lease as recorded at Official Records Book 8391, Page 1118.

CFN 2019054280, OR BK 8391 PAGE 1118,
Recorded 03/18/2019 at 11:44 AM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:19

20/19

CFN 2019063759, OR BK 8400 PAGE 2273
Recorded 03/29/2019 at 11:44 AM, Scott Ellis, Clerk of Courts, Brevard County
Pgs:20

After recording
return document to:
Carie Shealy
City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Parcel Id. No. 24-36-19-00-05
A portion of Parcel Id. No.: 24-36-19-00-00001.0-0000.00

BREVARD MUSEUM LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), by and between the **CITY OF COCOA, FLORIDA,** a Florida municipal corporation, whose mailing address is 65 Stone Street, Cocoa, Florida 32922("**City**"), and **THE FLORIDA HISTORICAL SOCIETY**, a non-profit corporation existing under the laws of the State of Florida, whose mailing address is 435 Brevard Avenue, Cocoa, Florida 32922 ("**Tenant**") (collectively the "**Parties**").

RECITALS

WHEREAS, City is the fee simple owner of certain real property whose address is 2201 Michigan Avenue, Cocoa, Florida 32926, as more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference ("**Leased Premises**"); and

WHEREAS, City and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**County**") entered into that certain Lease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 246, Public Records of Brevard County, Florida, rerecorded in Official Records Book 1565, Page 259, Public Records of Brevard County, Florida, and as amended by that certain Amendment to Lease Agreement dated August 1, 1989 (as amended, "**Lease Agreement**"), for the lease of certain real property inclusive of the Leased Premises; and

WHEREAS, in accordance with the Lease Agreement, City, County, and **THE BREVARD MUSEUM, INC.,** a non-profit corporation existing under the laws of the State of Florida ("**Brevard Museum Inc.**") entered into that certain Sublease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 250, Public Records of Brevard County, Florida, as amended by that certain Amendment to Sublease Agreement dated August 1, 1989 (as amended, "**Park Sublease Agreement**"), for the sublease of certain real property, a portion of which is located within the boundaries of the Leased Premises; and

WHEREAS, in accordance with the Lease Agreement, City, County, Brevard Museum Inc. and Florida First National Bank of Jacksonville ("**Trustee**") entered into that certain Sublease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 263, Public Records of Brevard County, Florida, ("**Museum Sublease Agreement**"), for the sublease of

SCANNED

This lease is re-recorded to correct the omission of the Term in Section 4.1 of the Lease as recorded at Official Records Book 8391, Page 1118.

19
18

After recording
return document to:
Carie Shealy
City Clerk
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Parcel Id. No. 24-36-19-00-05
A portion of Parcel Id. No.: 24-36-19-00-00001.0-0000.00

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RECITALS

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WHEREAS, City and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**County**") entered into that certain Lease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 246, Public Records of Brevard County, Florida, rerecorded in Official Records Book 1565, Page 259, Public Records of Brevard County, Florida, and as amended by that certain Amendment to Lease Agreement dated August 1, 1989 (as amended, "**Lease Agreement**"), for the lease of certain real property inclusive of the Leased Premises; and

WHEREAS, in accordance with the Lease Agreement, City, County, and **THE BREVARD MUSEUM, INC.,** a non-profit corporation existing under the laws of the State of Florida ("**Brevard Museum Inc.**") entered into that certain Sublease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 250, Public Records of Brevard County, Florida, as amended by that certain Amendment to Sublease Agreement dated August 1, 1989 (as amended, "**Park Sublease Agreement**"), for the sublease of certain real property, a portion of which is located within the boundaries of the Leased Premises; and

WHEREAS, in accordance with the Lease Agreement, City, County, Brevard Museum Inc. and Florida First National Bank of Jacksonville ("**Trustee**") entered into that certain Sublease Agreement dated September 30, 1975, recorded in Official Records Book 1565, Page 263, Public Records of Brevard County, Florida, ("**Museum Sublease Agreement**"), for the sublease of

certain real property, a portion of which is located within the boundaries of the Leased Premises; and

WHEREAS, the City, County, Brevard Museum Inc. and Trustee inadvertently neglected to amend the Museum Sublease Agreement to extend the term, and therefore the term of the Museum Sublease Agreement expired on or about September 30, 2005; and

WHEREAS, notwithstanding the expiration of the term, the Museum Sublease Agreement continued; and

WHEREAS, City, County, Tenant and Brevard Museum Inc. subsequently entered into that Agreement to Assign and Amend Sublease Agreement dated September 16, 2014, recorded in Official Records Book 7226, Page 653, Public Records of Brevard County, Florida, ("**Assignment**"), which conveyed and assigned to Tenant all of Brevard Museum Inc.'s right, title and interest in and to the Park Sublease Agreement and amended the Park Sublease Agreement to provide, among other modifications, an additional use of the Leased Property that was consistent with the use provided in the Museum Sublease Agreement; and

WHEREAS, in accordance with the Assignment, Tenant currently operates the Brevard Museum of History and Natural Science ("**Brevard Museum**") upon the Leased Premises; and

WHEREAS, prior to the execution of this Lease, City and County have terminated the Lease Agreement relinquishing any and all interest and rights of the County in the Leased Premises; and

WHEREAS, City and Tenant acknowledge and agree that the Park Sublease Agreement and Assignment terminated by virtue of the termination of the Lease Agreement, thereby relinquishing any and all interest and rights of the Tenant in the Leased Premises; and

WHEREAS, the Parties no longer intend to continue the Museum Sublease Agreement and hereby acknowledge that the same is hereafter null and void, and of no further force and effect; and

WHEREAS, the Parties desire to enter into this Lease to define their rights, duties, and liabilities relating to the Leased Premises.

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), the above premises, and of the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – RECITALS

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

ARTICLE 2 – LEASED PREMISES

City does hereby lease, demise and let unto Tenant, and Tenant does hereby rent, lease, hire and take from City the Leased Premises, to have and to hold during the Term, for the public purposes provided herein and subject to the terms and conditions of this Lease.

ARTICLE 3 – USE OF LEASED PREMISES

Section 3.1 – Use. The Leased Premises shall be used and occupied by Tenant for the operation and maintenance of a natural science and history museum, nature trails, environmental teaching center, programs related to environmental, science, archaeology and history education, and related ancillary activities. The Leased Premises shall be open to the public and the hours of operation shall be determined by Tenant. Tenant shall determine the admission costs for all portions of the Leased Premises. It is specifically agreed and understood that the uses set forth herein shall be the only uses allowable under this Lease and that any variance in such use shall require the written consent of the City. Failure of the Tenant to comply with this Article shall be considered a material default under this Lease.

Section 3.2 – Museum Contents. All artifacts, exhibits, and all contents and other property associated therewith located in the Leased Premises are the sole and exclusive property of Tenant, and, at Tenant's election, may be removed by Tenant at any time prior to the expiration of the Term of the Lease, provided that Tenant shall repair any damage caused to the Leased Premises by such removal.

Section 3.3 – Improvements. It is specifically agreed and understood that all buildings or structures existing as of the Effective Date of this Lease or constructed in the future on the Leased Premises and permanently attached thereto, are the sole property of the City. Tenant shall not remove any of said buildings or structures and shall execute any and all papers necessary to effect transfer of title to said buildings or structures to City free and clear of any and all liens, encumbrances, or other claims or interests held thereon by any person whatsoever.

Section 3.4 – Nuisance. Tenant shall not cause or maintain any nuisance in or about the Leased Premises, and shall keep the Leased Premises free of debris, rodents, vermin and anything of a dangerous, noxious, or offensive nature or which could create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, heat or noise.

Section 3.5 – Unlawful or Dangerous Activity. The Leased Premises shall be utilized in a safe, careful and proper manner so as not to contravene any present or future governmental laws, regulations or orders. Tenant shall neither use nor occupy the Leased Premises or any part of the Leased Premises for any unlawful, disreputable, or ultrahazardous business purpose nor operate or

conduct Tenant's business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

Section 3.6 – Compliance with Law. Use of the Leased Premises shall be in accordance with all applicable laws, rules, regulations, policies and procedures.

ARTICLE 4 – TERM AND RENT

Section 4.1 – Term and Rent. This Lease shall be valid and binding upon the date of execution by the City ("Effective Date"); however, the term of the Lease shall commence as of 11:59 P.M. EST on March 13, 2019 ("Commencement Date") and run for a term of 70 years, terminating on March 12, 2089 ("Termination Date") (hereinafter the "**Term**") or sooner as provided in this Lease, at the annual rental amount of $1.00, plus applicable sales tax ("**Rent**"). Said rent and sales tax shall be paid on the first of October of each and every year during said Term.

Section 4.2 – Payments to City – General. All amounts payable by Tenant to City under this Lease, whether Rent, or any other payment, shall be payable when due, without deduction or set-off, in U.S. Dollars made payable to THE CITY OF COCOA, and at the address of 65 STONE STREET, COCOA, FLORIDA 32922, or to such other person or at such other address as City may from time to time designate in writing.

Section 4.3 – In-Kind Services to City. In addition to the amounts payable by Tenant to the City under this Lease, Tenant agrees to provide a representative experienced in museum creation, curation, and management to serve in an advisory capacity on a committee created for the community-led management of the Jewel and Leon Collins Museum of African American History and Culture ("Jewel and Leon Collins Museum") for a period of three years from the time the committee is created. Such advisory functions shall include attending quarterly meetings or additional interim meetings as needed to offer suggestions to the governing body on any items applicable to the curation, creation, and management of the Jewel and Leon Collins Museum and exhibits to be displayed there. Such advisory functions shall not include: (a) any responsibility for fundraising, grant writing, generating income, or any liability whatsoever for financial matters relating to the Jewel and Leon Collins Museum; (b) any managerial responsibilities for the Jewel and Leon Collins Museum other than offering advice to the community-led governing body; or (c) any responsibility or liability whatsoever for decisions made by the governing body of the Jewel and Leon Collins Museum. The Parties may further negotiate and expand the Tenant's role in the Jewel and Leon Collins Museum's creation, operation, and management via a separate agreement should funding resources become available to allow for greater collaboration of the Parties.

ARTICLE 5 – MAINTENANCE, REPAIR, ALTERATIONS AND IMPROVEMENTS BY TENANT

Section 5.1 – Maintenance and Repair of Leased Premises. Tenant shall maintain the Leased Premises, including the grounds, trails, landscaping, and all improvements, buildings, structures

and facilities therein in their condition, as they exist at the execution of this Lease, less reasonable wear and tear, at Tenant's sole cost and expense, and make any and all necessary repairs. Such maintenance and repair shall be made promptly when necessary. Notwithstanding the foregoing, the City shall make a one-time payment of $50,000.00 (Fifty-thousand dollars) to Tenant for the sole purpose of being used to fund a portion of the Brevard Museum building roof replacement. These funds shall be released upon Tenant's selection of a contractor and upon Tenant's submittal to the City the contractor's estimate. Should the total cost of the roof replacement not exceed $50,000.00, any remaining surplus shall be refunded back to the City. The Tenant specifically agrees that the City shall be granted access to the Leased Premises to inspect the roof prior to final payment being rendered to the roof contractor as provided in Section 5.3 below. The Tenant shall provide the City with at least five business days' notice prior to final payment being rendered for the roof replacement such that the roof may be inspected. The Tenant shall provide the City with a final invoice which includes the total cost of the roof replacement within thirty (30) days of completion. Tenant specifically agrees that it shall replace or cause the replacement of the Brevard Museum building roof within twelve (12) months of the Effective Date of this Lease subject to Excusable Delay.

Section 5.2 – Alterations by Tenant. Tenant may from time to time at Tenant's sole cost and expense make changes, additions and improvements in the Leased Premises to better adapt the same to its business, provided that any such change, addition or improvement shall:

A. Be performed in a satisfactory manner and shall not weaken or impair the structural strength, or lessen the value, of the Leased Premises, or change the purposes for which the building, or any part of the building, may be used; and

B. Comply with the requirements of any governmental authority having jurisdiction; and

C. Equal or exceed the then current standard for the buildings and structures; and

D. Require the prior written consent of City.

Should Tenant make changes, additions and improvements without complying with the provisions of this Section, Tenant shall be fully liable to City to restore the Leased Premises to the same or better condition that existed prior to the unauthorized changes, additions and improvements. Failure of Tenant to make the restorations within the time prescribed by City shall be considered a material default under this Lease. City may, but shall not be obligated to, restore the Leased Premises at Tenant's sole expense. Notwithstanding the foregoing, City's consent shall not be required for non-structural interior alterations, provided that they do not affect utility services or building systems, are not visible from outside the Leased Premises, do not require a building permit, and that City is given notice of such alterations before they are commenced.

Section 5.3 – Access by City. Tenant shall permit City or City's agent to enter the Leased Premises outside normal business hours, and during normal business hours where such will not unreasonably disturb or interfere with Tenant's use of the Leased Premises and operation of its business, to examine, inspect, to take such steps as City may deem necessary for the safety, improvement or

preservation of the Leased Premises, or as required by state or federal law. City shall, whenever possible, consult with or give reasonable notice to Tenant prior to such entry, but no such entry shall constitute an eviction.

Section 5.4 – Trade Fixtures and Personal Property. Tenant may install in the Leased Premises its usual trade fixtures and personal property in a proper manner, provided that no such installation shall interfere with or damage the mechanical or electrical systems or the structure of the building. City waives any contractual, statutory, or other landlord's lien on any trade fixtures, furniture, equipment, and other personal property installed in or located on the Leased Premises by Tenant.

ARTICLE 6 – TAXES & ASSESSMENTS

Section 6.1 – Tenant's Taxes & Assessments. Tenant shall pay on or before the last day on which payment may be made without penalty or interest, any and all taxes, special assessments, or other governmental charges that shall or may during the Term be imposed on, or arise in connection with the use of, the Leased Premises or any part of the Leased Premises including, but not limited to:

A. Florida state sales tax and all other applicable taxes, other than income taxes and taxes of a similar nature, due on rentals, including city, state, county and federal taxes that may be in effect from time to time; and

B. Operations at, occupancy of, or conduct of business in or from the Leased Premises by or with the permission of Tenant; and

C. Fixtures or personal property on or within the Leased Premises which do not belong to the City; and

D. Rent paid or payable by Tenant to City for the Leased Premises or for the use and occupancy of all or any part thereof, specifically including, but not limited to, and sales and /or use taxes imposed by any governmental authority having jurisdiction; and

E. Any taxes as per Section 4.1 of this Lease.

Section 6.2 – Notice of Payment of Taxes. Tenant shall within seven (7) calendar days after the time provided for the payment of any tax or other governmental charge by Tenant, produce and exhibit to City satisfactory evidence of the payment.

ARTICLE 7 – UTILITIES

Tenant shall be responsible for any and all utility charges, including, but not limited to, electrical, garbage, telephone, gas, cable, water and sewer charges. All applications and connections for necessary utility services on the Leased Premises shall be made in the name of Tenant only, with prior written consent of City.

ARTICLE 8 – INSURANCE

Section 8.1 – Insurance Requirements. During the Term, Tenant shall maintain at its own expense:

A. Flood insurance, fire insurance with extended coverage and water damage insurance in amounts sufficient to fully cover all personal property in the Leased Premises which is not owned by City; and

B. Commercial General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include:

i. Premises and Operation.
ii. Independent Contractors.
iii. Broad Form Property Damage.
iv. Broad Form Contractual Coverage applicable to this specific Lease, including any hold harmless and/or indemnification agreement.
v. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

All policies for insurance required herein shall name City and Tenant as the insureds as their respective interests may appear, shall be in a form and with an insurer reasonably acceptable to City, shall require at least thirty (30) days written notice to City of termination or material alteration during the Term, and shall waive, to the extent available, any right of subrogation against City. If requested by City, Tenant shall from time to time promptly deliver to City certified copies or other evidence of such policies, and evidence satisfactory to City that all premiums thereon have been paid and the policies are in full force and effect. The insurance requirements set forth herein shall not relieve or limit the liability of the Tenant. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interest or liabilities, but are merely minimums. Anything in this Lease to the contrary notwithstanding, Tenant shall have no right or claim to the proceeds of any policy of insurance maintained by City.

Section 8.2 – Personal Property. All personal property housed or placed at the Leased Premises shall be at the risk of Tenant, and the City shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Tenant agrees and understands that the City does not and shall not carry liability, fire, or theft insurance on the operation of the Leased Premises to cover the Tenant's interest therein.

Section 8.3 – Contractors. Tenant shall require all contractors performing work within the Leased Premises to procure and maintain workers' compensation, commercial general liability, and business auto liability. Both Tenant and City shall be listed as additional insureds on all general liability policies of all such contractors.

Section 8.4 – Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Tenant and City hereby waive and release each other from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Leased Premises, improvements to the Property, or personal property within the Leased Premises, by reason of fire or the elements, regardless of the cause or origin, including negligence of City or Tenant and their agents, officers and employees, but only to the extent that such loss or damage is actually covered by insurance and only to the extent that the insured party has received insurance proceeds therefore. City and Tenant agree immediately to give their respective insurance companies which have issued policies of insurance covering any and all risk, written notice of the terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

ARTICLE 9 – INDEMNITY

Tenant agrees to indemnify, reimburse, defend and hold harmless the City and, at City's option, defend or pay for an attorney selected by the City to defend the City and City's officers, agents and employees for, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorney's fees of any kind and nature including, but not limited to, claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising or growing out of, or in any way connected with the use, occupation, management, maintenance, repair, or control of the Leased Premises by Tenant or its agents, servants, employees, customers, patrons, or invitees, or any act or omission of the Tenant or its agents, servants, employees, customers, patrons, or invitees arising out of this Lease, including, but not limited to, those claims arising in conjunction with use of the facility, improper, or defective maintenance, or installation unless such claims are a result of the City's sole negligence.

The Tenant specifically assumes potential liability for actions brought by the Tenant's own employees against the City and, solely for the purpose of this indemnification and defense, the Tenant 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.

Tenant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This Article shall survive the termination of this Lease. Compliance with any insurance requirements required elsewhere within this Lease shall not relieve Tenant of its liability and obligation to defend, hold harmless and indemnify City as set forth in this Article of the Lease. Nothing herein shall be construed to extend City's liability beyond that provided in Section 768.28, Florida Statutes.

ARTICLE 10 – DEFAULT OR BREACH & TERMINATION

Section 10.1 - Default. If Tenant defaults (a) in the payment of any item to be paid by Tenant hereunder; or (b) in the performance of any other term, covenant, or condition of this Lease, and such default shall not have been cured within thirty (30) days after receipt of written notice thereof by City to Tenant or in the event that such default cannot reasonably be cured within such thirty (30) day period where Tenant has not commenced and is diligently pursuing the cure of such default; City may (i) reenter and take possession of the Leased Premises; (ii) enter the Premises for the purpose of correcting or remedying any default and to charge Tenant for the reasonable costs of the same, which Tenant shall pay within 30 days after Tenant's receipt of invoice(s) therefor from Landlord; (iii) terminate this Lease; or (iv) recover damages incurred as a result of Tenant's breach. The rights and remedies created by this Lease are cumulative, and are not intended to be exclusive. The use of one remedy under this Lease shall not be taken to exclude or waive the right or use of another, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN, TENANT AND CITY EXPRESSLY WAIVE THE STATUTORY NOTICE REQUIREMENTS OF SECTION 83.20, FLORIDA STATUTES AND AGREE THAT ALL NOTICES OF DEFAULT SHALL BE REQUIRED TO BE GIVEN SOLELY AS PROVIDED FOR IN THIS LEASE.

Section 10.2 – Mutual Termination. In addition to the rights of the City as set forth in Section 10.1, the Parties may terminate this Lease upon mutual written consent.

ARTICLE 11 – RIGHT TO AUDIT RECORDS

In the performance of this Lease, Tenant shall keep books, records, and accounts of all activities related to this Lease. Books, records, and accounts related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by Tenant for a period of five (5) years after termination of this Lease. All records, books, and accounts related to the performance of this Lease shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and Tenant shall comply with any request for such public records or documents.

ARTICLE 12 – EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The Parties shall be bound by all existing easements, agreements, and encumbrances, which may or may not be of record relating to the Leased Premises, and City shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder.

ARTICLE 13 - AMERICANS WITH DISABILITIES ACT (THE "ADA")

The Tenant shall be responsible for accommodating all ADA-related requests arising out of Tenant's use of the Leased Premises.

ARTICLE 14 – QUIET ENJOYMENT

Subject to the terms and conditions of this Lease, City warrants that Tenant shall be granted peaceable and quiet enjoyment of the Leased Premises free from any eviction or interference by City if Tenant pays the rent and other charges provided in this Lease, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

ARTICLE 15 – LIABILITY OF CITY

Tenant shall be in exclusive control and possession of the Leased Premises, and City shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises or for any injury or damage to any property of Tenant. The provisions of this Lease permitting City to enter and inspect the Leased Premises are made to ensure that Tenant is in compliance with the terms and conditions of this Lease and to ensure that Tenant makes repairs that Tenant has failed to make. City shall not be liable to Tenant for any entry on the Leased Premises for inspection purposes.

ARTICLE 16 - RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. The City has not undertaken any independent study of the radon levels in the Leased Premises. The above notice should not be construed or interpreted as a notice that the Leased Premises are exposed to quantities of radon which pose a health risk. The notice is included in this Lease simply because radon disclosures are now required in all leases pursuant to Florida law.

ARTICLE 17 – REPRESENTATIONS BY CITY

At the commencement of the Term, Tenant shall accept the Leased Premises and improvements and any equipment in their existing condition and state of repair, and Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of City in respect to the buildings, improvements and equipment, except as contained in the provisions of this Lease.

ARTICLE 18 – NOTICES

Any notice from one party to the other hereunder shall be in writing and shall be deemed duly served if delivered to the party being served or if mailed by registered or certified mail, in

either case, addressed to Tenant at the Leased Premises (whether or not Tenant has departed from, vacated or abandoned the same) or to City at the place from time to time established for the payment of Rent and to:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922

With a copy to:

Anthony A. Garganese, City Attorney
Garganese, Weiss, & D'Agresta, P.A.
111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873

If delivered by personal service, any notice shall be deemed to have been given at the time of delivery if the day of such delivery is not a Saturday, Sunday or statutory holiday. If the day of delivery is a Saturday, Sunday or statutory holiday, such notice shall be deemed to have been given on the next following day that is not a Saturday, Sunday or statutory holiday. If such notice is mailed, notice shall be deemed to have been given seven (7) calendar days after the date of mailing thereof unless the postal system has been disrupted by strikes or slow downs, in which case notice shall be given by personal delivery only. Either party shall have the right to designate by notice, in the manner above set forth, a different address to which notices are to be mailed.

ARTICLE 19 – ASSIGNMENT, SUBLEASE OR SALE

Section 19.1 – Assignment or Sublease by Tenant. Neither Tenant nor Tenant's successors or assigns shall assign, mortgage, pledge, or encumber this Lease or sublet the Leased Premises in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior, express, and written consent in writing of City in each instance.

Section 19.2 – Sale, Conveyance and Assignment. Nothing in this Lease shall restrict the right of the City to sell, convey, assign, mortgage or otherwise deal with the Leased Premises or the right of City to assign its interest in this Lease subject only to the rights of Tenant under this Lease.

ARTICLE 20 – SURRENDER OF POSSESSION

Tenant shall, on the last day of the Term, or on earlier termination of this Lease, peaceably and quietly surrender and deliver the Leased Premises to City free of subtenancies, including all buildings, additions, and improvements constructed or placed on the Leased Premises by Tenant, except moveable trade fixtures, all in good condition and repair, subject to ordinary wear and tear.

If City so elects, any trade fixtures or personal property not used in connection with the operation of the Leased Premises and belonging to Tenant, if not removed at the termination of this Lease, shall be deemed abandoned and become the property of City without any payment or offset for such fixtures or property. At City's election, City may remove such fixtures or property from the Leased Premises and store them at the risk and expense of Tenant. Tenant shall repair and restore all damage to the Leased Premises caused by the removal of equipment, trade fixtures, and personal property.

ARTICLE 21 – MISCELLANEOUS

Section 21.1 – Relationship of Parties. Nothing contained in this Lease shall create any relationship between the Parties hereto other than that of City and Tenant, and it is acknowledged and agreed that City does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with Tenant.

Section 21.2 – Attorney's Fees. In the event of any legal action or suit under this Lease, each party shall bear its own attorney's fees and costs.

Section 21.3 – Tenant Not to Allow Lien or Encumbrances. Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance, or charge arising out of any work of any contractor, mechanic, laborer, or materialman which might be or become a lien or encumbrance or charge upon the Leased Premises. If any lien or notice of lien on the account of any debt of the Tenant shall be filed against the Leased Premises or the property of which the Leased Premises is a part, and Tenant fails to discharge the lien or notice of lien within twenty (20) days of filing, City, in addition to any other legal rights or remedies, may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due, or shall be entitled to defend any prosecution of an action for foreclosure of such lien. Any amount paid by City and all costs and expenses (including reasonable attorneys' fees and interest) incurred by City in connection therewith shall be paid by Tenant.

Section 21.4 – Waiver. No delay or omission of the exercise of any right of City or any waiver of any breach or violation of Tenant by City under this Lease shall be construed as a continuing waiver or consent to any subsequent breach or violation.

Section 21.5 – Entire Agreement. This Lease shall constitute the entire agreement between the Parties with respect to the matters addressed herein and supersedes any prior agreements or understandings. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

Section 21.6 – Modification of Lease. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party, which shall be recorded in the Official Records of Brevard County, Florida.

Section 21.7 – Binding Effect. This Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

Section 21.8 - Applicable Law and Venue. This Lease and the provisions contained herein shall be construed, controlled and interpreted in accordance with the laws of the State of Florida. Venue for any State Court Action under the terms of this Lease shall be in Brevard County, Florida. Venue for any Federal Court Action shall be in Orlando, Florida. The Parties hereby knowingly and voluntarily waive the right to trial by jury.

Section 21.9 - Time of the Essence. It is specifically declared that time is of the essence in all provisions of this Lease.

Section 21.10 – Severability. Any provision or part of this Lease held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and Tenant, who agree that the Lease shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Section 21.11 – Article and Section Headings. The titles to the articles, section or paragraphs of this Lease are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

Section 21.12 – No Waiver of Police Power. City is acting solely in its proprietary capacity as landlord and City cannot and hereby specifically does not waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to governmental regulations of general applicability which may govern the Leased Premises, or any improvements thereon, or any operations at the Leased Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

Section 21.13 – Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 21.14 – Sovereign Immunity. The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Lease shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, as may be amended from time to time, or other limitations imposed on the City's potential liability under state or federal law. Tenant agrees that City shall not be liable under this Lease for punitive damages or interest for the period before judgment. 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 Lease.

Section 21.15 – Excusable Delay. For purposes of this Lease, the term "Excusable Delay" shall mean any delays (other than the payment of monetary obligations) due to civil commotion, war or warlike operations, acts of terrorism, acts of a public enemy, acts of bioterrorism, epidemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Any party seeking to excuse or delay performance due to an Excusable Delay under this Section 21.15 will provide detailed written notice to the other party of the nature and anticipated duration of the delay within ten (10) days of the event. A party claiming the benefit of an Excusable Delay shall use reasonable efforts to avoid or overcome the causes affecting performance and diligently fulfill all outstanding obligations within thirty (30) days. The thirty (30) day time-period may be extended upon mutual written agreement by the parties, if it is determined by the party not claiming the benefit of an Excusable Delay, that the nature and anticipated duration of the delay warrant such extension.

Section 21.16 – Estoppel Certificates. From time to time, City or Tenant, on not less than 15 business days' prior notice, shall execute and deliver an estoppel certificate in a form generally consistent with the requirements of institutional lenders or prospective purchasers and certified to the requesting party and any mortgagee or prospective mortgagee or purchaser of the interest of the requesting party.

Section 21.17 – Subordination; Non-disturbance. Except as set forth in this section, this Lease is and shall be subject and subordinate to all mortgages and ground leases that may hereafter affect the Leased Premises, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages and leases. City represents and warrants that the Leased Premises are not encumbered by a ground lease or mortgage as of the date of this Lease. City, as a condition to Tenant's obligation to subordinate its interest under this Lease to any future ground or underlying leases or future mortgages, will cause any future lessor under any ground or underlying lease or holder of a mortgage affecting the Leased Premises to provide Tenant with a subordination, non-disturbance, and attornment agreement in commercially reasonable form.

Section 21.18 - Recordation. An executed original of this Lease shall be recorded, at the Parties' joint expense, in the Public Records of Brevard County, Florida, within thirty (30) days of the Effective Date, as defined herein.

Section 21.19 – Public Records. Pursuant to Chapter 119, Florida Statutes, Tenant 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 Tenant related, directly or indirectly, to this Lease or the services provided to the City under this Lease 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 Tenant. 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 Tenant 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. Upon request by the City, the Tenant shall promptly supply copies of said Public Records to the City. If the City suffers a third party award of attorney's fees and/or damages for Tenant violating Chapter 119, Florida Statutes, due to Tenant's failure to comply with this Section, the City shall collect from Tenant prevailing party reasonable attorney's fees and costs, and any reasonable damages incurred by the City, for enforcing this Section against Tenant. And, if applicable, the City shall also be entitled to reimbursement of all reasonable attorneys' fees and damages which the City had to pay a third party because of the Tenant's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on the date indicated below.

WITNESSES:

Colleen O'Donnell
Print: Colleen O'Donnell

Print: Absalom Peek

CITY:

CITY OF COCOA, FLORIDA

John A. Titkanich, City Manager

ATTEST:

By: Carie Shealy
Carie Shealy, City Clerk

Date: 3/13/2019

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 13th day of March, 2019, by John A. Titkanich, City Manager of the City of Cocoa, Florida, a Florida municipal corporation (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Colleen S. O'Donnell
Notary Public
Print Name: Colleen S. O'Donnell
My Commission expires: 06/04/2021

Colleen S. O'Donnell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG087367
Expires 6/4/2021

WITNESSES:

Carie E. Shealy
Print: CARIE E. SHEALY

Colleen O'Donnell
Print: Colleen O'Donnell

TENANT:

FLORIDA HISTORICAL SOCIETY

By: Ben Brotemarkle
Signature Date 3/14/19

BEN BROTEMARKLE
Print:

Its: EXECUTIVE DIRECTOR
FLORIDA HISTORICAL SOCIETY

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 14th day of March, 2019, by Ben Brotemarkle the Executive Director of THE FLORIDA HISTORICAL SOCIETY, a Florida non-profit corporation (check one) ☑ who is personally known to me or ☐ who produced _____ as identification.

Carie E. Shealy
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG102465
Expires 8/30/2021

Carie E Shealy
Notary Public
Print Name: CARIE E. SHEALY
My Commission expires: 8/30/2021

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED PREMISES

LEGAL DESCRIPTION

PARCEL 902

EXHIBIT "A"
SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

PARENT PARCEL ID#: 24-36-19-00-00001.0-0000.00
PURPOSE: LEASE

LEGAL DESCRIPTION OF: PARCEL 902 (BY SURVEYOR)

A PARCEL OF LAND LOCATED IN THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF SAID SECTION 19; THENCE NORTH 00° 03' 19" EAST ALONG THE EAST LINE OF SAID NORTH ONE-HALF FOR A DISTANCE OF 1146.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1146.00 FEET OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 19; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89° 33' 30" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 2651.14 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER, SAID POINT ALSO BEING A POINT ON THE EAST LINE OF BLOCK 9, COLLEGE GREENS ESTATES UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 48, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 29° 20' 37" WEST ALONG THE EAST LINE OF SAID BLOCK 9 FOR A DISTANCE OF 711.30 FEET TO A POINT ON SOUTH RIGHT OF WAY LINE OF MICHIGAN AVENUE, A 100 FOOT WIDE RIGHT OF WAY; THENCE NORTH 63° 12' 30" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 470.00 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 3; THENCE SOUTH 45° 17' 46" EAST ALONG THE WEST LINE OF SAID LOT 14 FOR A DISTANCE OF 116.00 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 7; THENCE NORTH 63° 12' 30" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 495.54 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 561.46 FEET AND A CENTRAL ANGLE OF 38° 13' 30"; THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTH LINE OF BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 3 AND ALONG THE SOUTH LINE OF BLOCK 7, COLLEGE GREENS ESTATES UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 16 FOR A DISTANCE OF 374.58 FEET; THENCE SOUTH 78° 34' 00" EAST ALONG THE SOUTH LINE OF BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 2 AND ALONG THE SOUTH LINE OF BLOCK 7, COLLEGE GREENS ESTATES UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 66 FOR A DISTANCE OF 185.60 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 7 OF SAID COLLEGE GREENS ESTATES UNIT 1; THENCE SOUTH 04° 21' 20" WEST FOR A DISTANCE OF 362.7 FEET, MORE OR LESS TO THE WATERS OF CLEAR LAKE; THENCE SOUTHWESTERLY, ALONG THE WATERS OF CLEAR LAKE FOR A DISTANCE OF 929.8 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH 1146.00 FEET OF SAID NORTHEAST ONE-QUARTER; THENCE SOUTH 89° 33' 30" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 562.4 FEET, MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 21.53 ACRES, MORE OR LESS.

UNLESS OTHERWISE INDICATED ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AGREEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD. THE SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS.

SURVEYORS NOTES:

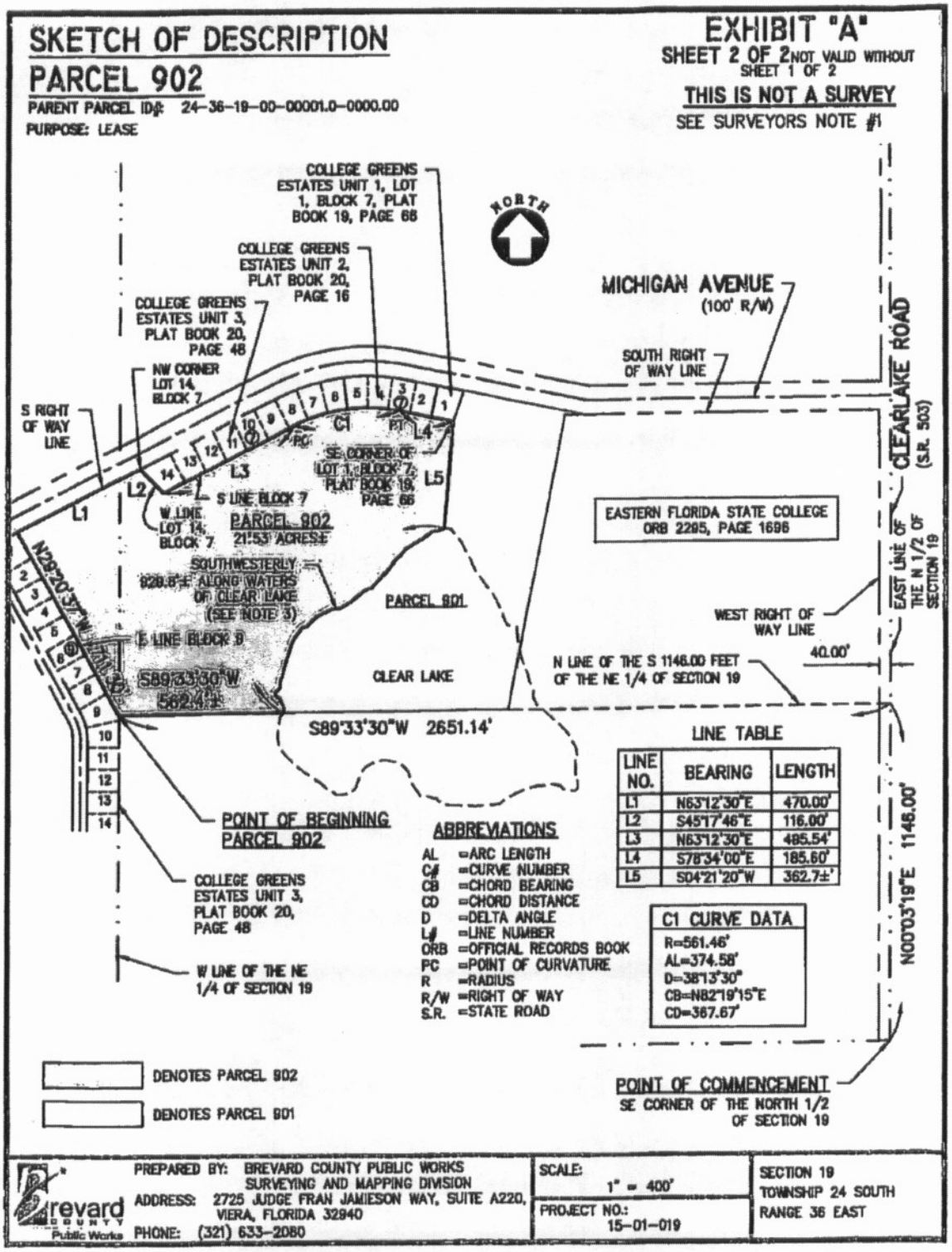
1. THIS SKETCH IS NOT A SURVEY OF ANY TYPE BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. THE BEARINGS SHOWN HEREON ARE ASSUMED AND REFERENCED TO THE NORTH LINE OF THE SOUTH 1146.00 FEET OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 19 AS BEING SOUTH 89° 33' 30" WEST.
3. THE LOCATION OF THE WATERS OF CLEAR LAKE DIGITIZED USING A 2014 AERIAL PHOTOGRAPH OF THE AREA.
4. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

PREPARED FOR: BREVARD COUNTY
PARKS AND RECREATION DEPARTMENT
PROJECT MANAGER: MARSHA CANTRELL

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080

DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 15-01-019			SECTION 19
		REVISIONS	DATE	DESCRIPTION	TOWNSHIP 24 SOUTH
DATE: JANUARY 14, 2015	SHEET: 1 OF 2				RANGE 36 EAST


SKETCH OF DESCRIPTION
PARCEL 902
PARENT PARCEL ID#: 24-36-19-00-00001.0-0000.00
PURPOSE: LEASE
EXHIBIT "A"
SHEET 2 OF 2 NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1
NORTH
COLLEGE GREENS ESTATES UNIT 1, LOT 1, BLOCK 7, PLAT BOOK 19, PAGE 68
COLLEGE GREENS ESTATES UNIT 2, PLAT BOOK 20, PAGE 16
COLLEGE GREENS ESTATES UNIT 3, PLAT BOOK 20, PAGE 48
MICHIGAN AVENUE (100' R/W)
SOUTH RIGHT OF WAY LINE
CLEARLAKE ROAD (S.R. 503)
NW CORNER LOT 14, BLOCK 7
S RIGHT OF WAY LINE
SE CORNER OF LOT 1, BLOCK 7, PLAT BOOK 19, PAGE 68
S LINE BLOCK 7
W LINE LOT 14, BLOCK 7
PARCEL 902
21.53 ACRES±
EASTERN FLORIDA STATE COLLEGE ORB 2295, PAGE 1696
SOUTHWESTERLY 828.8'± ALONG WATERS OF CLEAR LAKE (SEE NOTE 3)
PARCEL 901
E LINE BLOCK 9
N29°20'37"W
S89°33'30"W 562.4'±
CLEAR LAKE
WEST RIGHT OF WAY LINE
EAST LINE OF THE N 1/2 OF SECTION 19
40.00'
N LINE OF THE S 1146.00 FEET OF THE NE 1/4 OF SECTION 19
S89°33'30"W 2651.14'
N00°03'19"E 1146.00'
POINT OF BEGINNING PARCEL 902
COLLEGE GREENS ESTATES UNIT 3, PLAT BOOK 20, PAGE 48
W LINE OF THE NE 1/4 OF SECTION 19
LINE TABLE
LINE NO. | BEARING | LENGTH
L1 | N63°12'30"E | 470.00'
L2 | S45°17'46"E | 116.00'
L3 | N63°12'30"E | 485.54'
L4 | S78°34'00"E | 185.60'
L5 | S04°21'20"W | 362.7±'
ABBREVIATIONS
AL =ARC LENGTH
C# =CURVE NUMBER
CB =CHORD BEARING
CD =CHORD DISTANCE
D =DELTA ANGLE
L# =LINE NUMBER
ORB =OFFICIAL RECORDS BOOK
PC =POINT OF CURVATURE
R =RADIUS
R/W =RIGHT OF WAY
S.R. =STATE ROAD
C1 CURVE DATA
R=561.46'
AL=374.58'
D=38°13'30"
CB=N82°19'15"E
CD=367.67'
DENOTES PARCEL 902
DENOTES PARCEL 901
POINT OF COMMENCEMENT
SE CORNER OF THE NORTH 1/2 OF SECTION 19
Brevard County Public Works
PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080
SCALE: 1" = 400'
PROJECT NO.: 15-01-019
SECTION 19
TOWNSHIP 24 SOUTH
RANGE 36 EAST

Brevard Museum of History and Natural Science Monthly Operating Expenses

Monthly Personnel Expenses	
PT Facility Attendant	$1,335.92
Cell Phone	$23.99
Total	**$1,359.91**

Currently Budgeted in Leisure Services

Monthly Maintenance Expenses	
Electrical	$1,100.00
Water	$150.00
Contracted Lawn Maintenance	$370.00
Pest Control	$40.00
Fire Monitoring	$95.00
Security Monitoring	$35.00
Fire Extingushers	$40.00
Total	**$1,830.00**

March through September	**$12,810.00**

Estimated Initial Capital Costs	
HVAC Unit	**$10,000.00**

March through September	$12,810.00
Capital Replacement	$10,000.00
Misellaneous Maintenance (fire escapes, irrigation, lighting)	$4,190
Total Requested Budget Remainder of Year	**$27,000**

FY2021
Payroll Change Analysis

	Pay Grade	Hours	Hourly Rate	Total Wages 12-00	Overtime 14-00	Total Special Pay 15-00	Clothing/ Shoe Allowance 20-00	FICA 21-00	Retirement 22-00	ICMA 22-03	Total Life/Health Insurance 23-00	Workers' Comp 24-00	Benefit Offset 27-00	TOTALS
FY 2021 ORIGINAL BUDGET														
Department; City Managers Department (LS)						*(see comments)*		7.65%	FRS Regular					
Name Vacant - Facilities Attendant	3	1040	$11.56	$12,022	$0	$0	$0	$1,018	$0	$0	$0	$2,990	$0	**$16,031**
Reason; Museum Curator -Date 03/01/2021														
REQUESTED CHANGE			Pay Grade											
This analysis assumes an external hire as of "Month" "Day" at the minimum of the pay grade and family benefits beginning "Month" 20XX.	**Weeks**	**Benefit**	xxx					7.65%	FRS Regular			0		
	26	0	$11.56	$6,012	$0	$0	$0	$460	$0	$0	$0	$1,495	$0	**$7,967**

Comments:

This is a budgeted position only vacant for facilities attendant in Leisure Services. It will cost approximately $7,967 for the rest of this fiscal year with no benefits.

City of Cocoa Budget Adjustment Form FY 2021 - 21-060-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3560 | DATE PREPARED: 03/15/21

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 27,000)	001-1600-513.39-00		General Fund Contingency	$ 679,615	$ 228,258	$ 201,258	$ 228,258
$ 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
($ 27,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 1,470	001-3560-519.34-00	PW21BM	Contract Services	$ 50,205	$ 0	$ 1,470	$ 6,127
$ 8,750	001-3560-519.43-00	PW21BM	Electric/Water/Sewer	$ 309,990	$ 0	$ 8,750	$ 74,102
$ 2,590	001-3520-572.34-09	PW21BM	Mowing Contracts	$ 205,000	$ 221,600	$ 224,190	($ 1,413)
$ 4,190	001-3560-519.46-02	PW21BM	Repair/Maintenance Building	$ 260,200	$ 0	$ 4,190	$ 161,167
$ 10,000	001-3560-519.64-00	PW21BM	Machinery and Equipment	$ 173,500	$ 208,500	$ 218,500	$ 99,919
$ 0				$ 0	$ 0	$ 0	$ 0
$ 27,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Budget transfer to fund The Brevard Museum Operations. $17,000 for operating and minor maintenance of the Museum. $10,000 for 15 ton HVAC system. Agenda # 21-200

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 03/23/21 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

3/15/21	Cheryl Meisenzahl — Digitally signed by Cheryl Meisenzahl Date: 2021.03.15 11:59:49 -04'00'	3/16/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.03.16 08:36:16 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
3/15/21	Abigail Morgan — Digitally signed by Abigail Morgan Date: 2021.03.15 12:10:02 -04'00'	3/16/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.03.16 09:03:13 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	21-236	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	3/16/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Approve Ordinance No. 07-2021 on First Reading: Relating to Term Limits of Board members. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 07-2021 Term Limits.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 16, 2021
Agenda Date: March 23, 2021
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approve Ordinance No. 07-2021 on First Reading: Relating to Term Limits of Board members.

BACKGROUND:

At the regular City Council meeting held on March 9, 2021, an item was brought forward regarding term limits for City advisory committees and boards. Currently, members of advisory boards and committees may remain on those said boards/committees for unlimited periods of time if reappointments are approved by Council.

Section 2-58(f) of the City Code states the following:

All Board and Committee members shall be appointed to serve (3) year terms and may be reappointed by the City Council for subsequent three (3) year terms without limitation. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the City Council shall appoint another person to serve the remaining portion of the unexpired term.

At the meeting held on March 9, 2021, staff was directed to bring forward an ordinance drafted by the City Attorney to modify the current language to establish (9) nine-year term limits for Board and Committee members.

If Ordinance No. 07-2021 is approved, Section 2-58(f) would be modified to include the following

language:

(f)Term. All board and committee members shall be appointed to serve (3) year terms and maybe reappointed by the city council for subsequent three (3) year terms ~~without~~ ~~limitation~~ provided no board or committee member shall serve more than three (3) consecutive full terms on any particular board or committee. However, the city council reserves the right to waive the term limitation set forth in this section, and the city council may reappoint a board or committee member to serve additional consecutive terms in situations when the council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members serving in their fourth or greater consecutive term as of the effective date of the term limit set forth in this section shall be permitted to serve the remainder of their current term. Nothing herein shall prohibit any person from being appointed by the city council to serve more than three consecutive terms on different boards or committees. Board or committee members may serve as a holdover board or committee member until reappointed or a replacement is appointed by the city council. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the city council shall appoint another person to serve the remaining portion of the unexpired term.

STRATEGIC PLAN CONNECTION:

Civic Engagement: Volunteer Boards. Objective 1 is to increase recruitment and/or qualification efforts.

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve Ordinance No. 07-2021 on First Reading: Relating to Term Limits of Board members

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ORDINANCE NO. 07-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-58(f) OF THE CITY CODE RELATED TO TERMS OF BOARD AND COMMITTEE MEMBERS TO ESTABLISH TERM LIMITS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Article III, Section 3(c) of the City Charter authorizing the City Council to establish boards and committees and to appoint or remove the members thereof, the City Council has established uniform board and committee rules under Section 2-58 of the City Code; and

WHEREAS, the City Council desires to amend Section 2-58 to establish term limits for board and committee members as more specifically stated herein; and

WHEREAS, the City Council finds that establishing term limits will provide a greater number of interested citizens to have an opportunity to serve on City boards and committees; and

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

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

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

Section 2. **Code Amendment.** Section 2-58(f) of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (~~strikeout~~ type indicates deletions from the City Code and underlined type indicates additions):

(f) *Term.* All board and committee members shall be appointed to serve (3) year terms and may be reappointed by the city council for subsequent three (3) year terms ~~without limitation~~ provided no board or committee member shall serve more than three (3) consecutive full terms on any particular board or committee. However, the city council reserves the right to waive the term limitation set forth in this section, and the city council may reappoint a board or committee member

to serve additional consecutive terms in situations when the council determines that the applicant pool of eligible persons desiring to serve on a board or committee is insufficient for any reason to appoint a different person to replace the board or committee member being termed out. Board or committee members serving in their fourth or greater consecutive term as of the effective date of the term limit set forth in this section shall be permitted to serve the remainder of their current term. Nothing herein shall prohibit any person from being appointed by the city council to serve more than three consecutive terms on different boards or committees. Board or committee members may serve as a holdover board or committee member until reappointed or a replacement is appointed by the city council. If a member is removed, or vacates their appointment for any reason, including death, excessive absences, or resignation, prior to the expiration of their term, the city council shall appoint another person to serve the remaining portion of the unexpired term.

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2021.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-197	**Version:**	1	**Name:**	Februray, 2021 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/2/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 2/28/2021. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.20 thru 2.28.21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	March 2, 2021
Agenda Date:	March 23, 2021
Prepared By:	Christine Savage, Junior Buyer & Contract Specialist
Through:	Heath Hancher, Purchasing Manager

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 2/28/2021.

BACKGROUND:

The following reports for the period October 01, 2020 through February 28, 2021 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

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

RECOMMENDED MOTION:

None. Information only.

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Purchase Order Approvals 10-01-20 thru 2-28-21

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 28

City Manager = 15

City of Cocoa CRA Board = 0

City Council = 13

Purchase Order Approvals 10-01-20 thru 2-28-21
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten
77274	11/4/2020	G4S Secure Solutions	$ 49,100.00	11/3/2020	Stockton Whitten
77275	11/4/2020	Axon Enterprises	$ 49,902.00	11/3/2020	Stockton Whitten
77288	11/4/2020	Frank-Lin Services of Brevard	$ 45,000.00	11/3/2020	Stockton Whitten
77301	11/4/2020	Garganese,Weiss,D'Agresta	$ 35,000.00	11/3/2020	Stockton Whitten
77311	11/4/2020	Glover Oil Company	$ 35,250.00	11/3/2020	Stockton Whitten
77258	11/3/2020	United Self Insured Services	$ 50,000.00	11/3/2020	Stockton Whitten
77494	12/7/2020	Kirwin Norris PA	$ 50,000.00	12/1/2020	Stockton Whitten
77600	1/6/2021	Underwater Solutions Inc	$ 45,150.00	12/29/2020	Stockton Whitten
77601	1/6/2021	DMD Consultants Inc	$ 49,966.00	12/29/2020	Stockton Whitten
77602	1/6/2021	Infrastructure Solution Services	$ 39,918.00	12/29/2020	Stockton Whitten
77653	1/20/2021	Online Soutions LLC	$ 48,600.00	1/20/2021	Stockton Whitten
77722	2/4/2021	Ovivo USA, LLC	$ 44,950.00	2/3/2021	Stockton Whitten

15 Purchase Order Approved by City Manager

Prepared by Purchasing 3/2/2021

Purchase Order Approvals 10-01-20 thru 2-28-21
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

Purchase Order Approvals 10-01-20 thru 2-28-21
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council
77251	11/3/2020	Lisa Cullen Tax Collector	$ 36,960.00	4/24/2018	City Council
77438	11/23/2020	Bright House Networks	$ 49,000.00	10/27/2020	City Council
77492	12/7/2020	Infrastructure Solution Services	$ 48,993.00	1/23/2019	City Council
77493	12/7/2020	Infrastructure Solution Services	$ 49,748.00	1/23/2019	City Council
77652	1/20/2021	Trane (Maitland)	$ 41,796.00	12/4/2020	City Council
77654	1/20/2021	FL Dept of Corrections	$ 43,122.75	10/27/2020	City Council

13 **Purchase Order Approved by City Council**

Legislation Details (With Text)

File #:	21-204	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/4/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Fire Incident Summary Report for February 2021. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	February Request for Service By Incident Type Report.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 4, 2021
Agenda Date: March 9, 2021
Prepared By: Samuel Byrd, Deputy Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Informational Item Only

BACKGROUND:

Fire Incident Summary Report for February 2021.

STRATEGIC PLAN CONNECTION:

Public Safety- Enhancing the public awareness to the calls for service provided by the Cocoa Fire Rescue Department for the month of February.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

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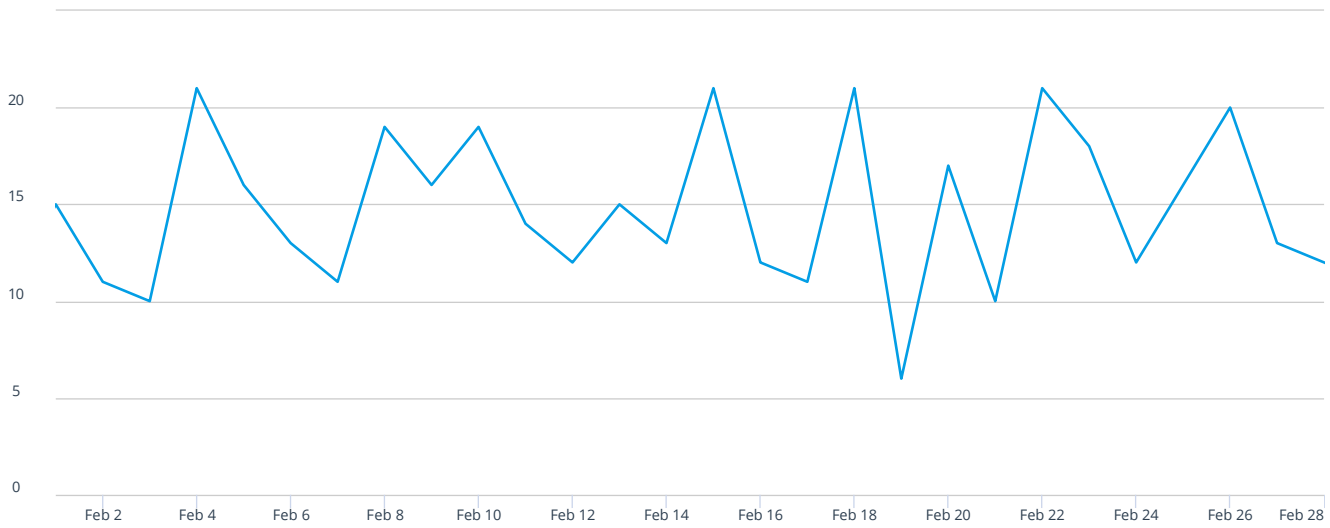
Custom Feb 1, 2021 - Feb 28, 2021

40%
FIRE
Percentage of Total Incidents

59%
EMS
Percentage of Total Incidents

415
INCIDENTS
In Selected Time Slice

28
DAYS
In Selected Time Slice





Counts | % Rows | % Columns | % All

Week Ending	2/7/21	2/14/21	2/21/21	2/28/21	3/7/21	3/14/21	3/21/21	3/28/21	4/4/21	4/11/21	4/18/21	4/25/21	5/2/21	Total
(11) Structure Fire	2	1	3											6
(15) Outside rubbish fire	3													3
(30) Rescue, emergency medical call (EMS), other	4	5	6	11										26
(31) Medical assist		1	3	2										6
(32) Emergency medical service (EMS) incident	52	62	48	52										214
(41) Combustible/f.. spills & leaks		1												1
(44) Electrical wiring/equipm. problem	1		3											4
(50) Service call, other	1			2										3
(51) Person in distress	1	1	2	2										6
(52) Water problem			1											1
(55) Public service assistance	9	13	6	10										38
(56) Unauthorized burning				1										1
(60) Good intent call, other	1	2	1											4
(61) Dispatched and canceled en route	19	14	18	21										72
(62) Wrong location, no emergency found		1		3										4

Week Ending	2/7/21	2/14/21	2/21/21	2/28/21	3/7/21	3/14/21	3/21/21	3/28/21	4/4/21	4/11/21	4/18/21	4/25/21	5/2/21	Total
(65) Steam, other gas mistaken for smoke				2										2
(70) False alarm and false call, other	1	4	6	3										14
(73) System or detector malfunction		1		1										2
(74) Unintentional system/detect... operation (no fire)	3	1	1	2										7
NULL		1												1
Total	97	108	98	112										415

Legislation Details (With Text)

File #:	21-224	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**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:	CM-Change Orders 2-28-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of February 28, 2021. 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.

FY2021 Change Orders - CM authorized to execute

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account # (applied to contingency)	All Fiscal Years Cumulative (as of: 2/28/2021)	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS11VR											
Op. Rev.		233,852.96	2/23/2021	2021-009							
Project Manager: Donnie Howard		26,315.00	contingency and other costs authorized								
account #	421-4025-536.46-00	207,537.96	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Atlantic Development			FY2021							
	PO#	**26,315**									
Op. Rev.		106,200.00	12/8/2020	2020-253							
Project Manager: Rob Beach		9,600.00	contingency and other costs authorized								
account #	001-1600-513.56-15	96,600.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Citizenserve-Online Solutions			FY2021	42109	48,600.00	$ 48,600.00		$ 48,600.00	$ 48,600.00	
	Contractor PO# 77653			New PO In Process	42352	5,000.00					
		4,600									
WS21FM											
Op. Rev.		256,410.00	12/8/2020	2020-250							
Project Manager:		23,310.00	contingency and other costs authorized								
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00		
	Contractor PO# 77555										
		23,310									
WS1404											
Op. Rev.		2,616,301.00	11/10/2020	2020-229							
Project Manager:		237,845.00	contingency and other costs authorized								
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,378,456.00		$ 2,378,456.00		
	Contractor PO# 77691										
		237,845									
PW08SP											
Op. Rev.		300,000.00	10/13/2020	2020-215							
Project Manager:		14,089.21	contingency and other costs authorized								
account #	001-3510-541.63-00	285,910.79	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	VA Paving Inc.			FY2021	42091	285,910.79	$ 288,310.79		$ 288,310.79	$ 288,327.10	
	Contractor PO# 77532			CO#1	42406	2,416.31					
		11,673									
PW20SW											
Op. Rev.		195,928.62	4/8/2020	2020-138							
Project Manager: Frank Mirabito		8,833.00	contingency and other costs authorized								
account #	001-3510-541.63-04	187,095.62	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Parkit Construction, Inc.			FY2020	40686	187,095.62	$ 152,089.81		$ 152,089.81		$ 70,590.82
	Contractor PO# PO# 76438			CO#1	41170	(19,230.30)					
				CO#2	41314	14,076.00					
				CO#4	41827	(29,851.51)					
		8,833	**^contingency balance-->(And other costs)**								
SW20RC											
Op. Rev.		217,415.00	4/8/2020	2020-135							
Project Manager: Abigail Morgan		19,765.00	contingency and other costs authorized								
account #	423-3570-538.46-00	197,650.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	C&D Construction			FY2020	40824	197,650.00	$ 217,095.00	$ 217,095.00			$ 214,095.00
	Contractor PO# PO# 76547			*CO#1* FY2020	41417	19,445.00					
		320	**^contingency balance-->(And other costs)**								

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY20 Cum.	FY21 Cum.	FY2021 Expenditures	FY2020 Expenditures
WS1001	Industrial Park Pump Station										
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138							
Project Manager Utilities		444,500.00	10% contingency authorized			63-00					
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00				
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41				
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91				
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53				
			*FY16 PO Issue PO# **67318***	FY2016	29192	1,542,102.38	4,501,559.91				
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98				
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09				
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09				
			*CO#1 PO **67318***		29647	53,686.38	4,652,714.47				
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	8,917.65	4,661,632.12				
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12				
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32				
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98				
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83				
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97				
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97				
							4,667,012.97				
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67				
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28				
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58				
					34893	9,984.39	$ 4,667,012.97				
			PO#73686	FY2019		1,000.00					
		209,868	^contingency balance-->								
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421-4120-536.63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)			63-00 64-00	Cumulative	FY20 cum	FY21 cum		
	Brandes Design-Build, Inc. FY2013 PO# 62086										
	Bid No. B-13-11-COC										
	Brandes Design-Build, Inc. FY2014 PO# 62605			FY2013	22658	1,250,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2015 PO# 64940		FY13 Year-End PO Liquidation			(1,200,550.00) (1,528,450.00)					
			FY14 PO Reissue	FY2014	23304	1,200,550.00 1,528,450.00	2,779,000.00				
	Brandes Design-Build, Inc. FY2016 PO# 67346		CO #1 Modification to drain lines in BNR tanks		24840	22,776.29	2,801,776.29				
	CDM Smith FY2016 PO# 67329 + 67528 + 67529		FY14 Year-End PO Liquidation			(728,344.56)	2,073,431.73				
	JoBear Contracting FY2016 PO# 68561		FY15 PO Reissue	FY2015	26276	728,344.56	2,801,776.29				
			CO #2 Exploratory excavation		26423	11,040.00	2,812,816.29				
					26917	10,200.00	2,823,016.29				
	Brandes FY2017 PO# 69615 / FY2018 PO#71959		CO #3 Cable Tray		27079	5,978.14	2,828,994.43				
			CO #4 to Remove Sludge		27209	10,000.00	2,838,994.43				
	CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534		*FY15 Year End PO Liquidation*			(79,836.05)	2,759,158.38				
			FY16 PO Issue	FY2016	29212	79,836.05	2,838,994.43				
					29249	32,800.00	2,871,794.43				
			CO#1		29329	(5,000.00)	2,866,794.43				
			CO#2		29212	4,151.50	2,870,945.93				
			CO#3		29905	5,327.32	2,876,273.25				
			CO#4		30046	(5,327.32)	2,870,945.93				
			Jobear P.O. 68561		30751	100,378.50	2,971,324.43				
			FY16 Liquidated		30751	(83,785.50)	2,887,538.93				
	SISCO FY2016 PO# 68047		SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16	2,892,624.09				
			FY16 Year End PO Liquidation			(34,482.06)	2,858,142.03				
			FY17PO#69615 Brandes	FY2017	31932	33,812.06	2,891,954.09				
			PO# 69522 CDM Smith		31954	670.00	2,892,624.09				
			PO# 69522 CDM Smith		32776	13,250.00	2,905,874.09				
						(33,812.06)	2,872,062.03				
						(13.25)	2,872,048.78				
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25	2,872,062.03				
			CO#1 PO#69522 CDM Smith		34650	36,340.00	2,908,402.03				
			CO#2 CDM SMITH		34520	86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06	$ 2,942,214.09				
			CO#1		36547	11,430.00	$ 2,953,644.09				
	Maxwell Contracting, Inc. FY2015 PO#066365		Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00	$ 76,000.00				
	Emergency - compromise of existing expansion joint					this portion is complete; project is incomplete					
		341,480	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	21-225	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	FY 2021 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	February FY 2021 EXPENSE Budget Tracking Worksheet.pdf February FY 2021 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2021 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 2021 thru February 28, 2021.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2021 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
1100 - CITY MANAGER'S OFFICE						
11/10/20	001-1100-512.24-00	6	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1100-512.22-00	27				
	001-1100-512.21-00	271				
	001-1100-512.12-12	3,532				
11/17/20	001-1100-512.31-00	20,000	R/O PO #76365 Nat Res	RES# 2020-245		625
2	Budget Amendments/Transfers			Division 1100 Total	$23,836	
1103 - INFORMATION TECHNOLOGY						
11/10/20	001-1103-516.24-00	7	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1103-516.22-00	170				
	001-1103-516.21-00	297				
	001-1103-516.12-12	3,878				
11/17/20	001-1103-516.63-00	45,897	R/O PO #76452 Danella Con	RES# 2020-245		625
	001-1103-516.63-00	13,795	R/O PO#76802 Danella Con	RES# 2020-245		625
01/26/21	001-1103-516.40-00	(759)	ADD FNDS CODE ENF MODULE			1543
	001-1103-516.34-00	759				
4	Budget Amendments/Transfers			Division 1103 Total	$64,044	
1500 - FINANCE GENERAL ACCOUNTNG						
11/10/20	001-1500-513.24-00	11	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1500-513.21-00	472				
	001-1500-513.12-12	6,161				
1	Budget Amendments/Transfers			Division 1500 Total	$6,644	
1510 - FINANCE UTILITY ACCOUNTNG						
11/10/20	001-1510-536.24-00	7	COVID 19 PAYOUTS	RES# 2020-235		558
	001-1510-536.22-00	16				
	001-1510-536.21-00	283				
	001-1510-536.12-12	3,688				
12/08/20	001-1510-536.46-00	5,923	UTIL PAY KIOSK -CITY HALL	RES# 2020-249		904
	001-1510-536.64-15	56,127				
2	Budget Amendments/Transfers			Division 1510 Total	$66,044	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
1600 - GENERAL OPERATIONS					
10/14/20	001-1600-513.39-00	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-1600-513.31-33	(54,153)	BENTEK BROKER CONSULT FEE		281
	001-1600-513.56-15	(35,006)			
	001-1600-513.31-00	89,159			
	001-1600-513.39-00	(16,600)	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-1600-513.48-00	(900)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.48-00	900			
11/10/20	001-1600-513.39-00	(10,426)	COVER INCR PD PATROL CARS RES# 2020-238		544
	001-1600-513.39-00	(200,000)	COVID 19 PAYOUTS RES# 2020-235		558
	001-1600-513.39-00	(132,703)			
	001-1600-581.91-03	4,083			
11/16/20	001-1600-513.31-33	(197,955)	ASSIGN AD BUDG PROJ #S		405
	001-1600-513.52-33	(100,548)			
	001-1600-513.52-33	100,548			
	001-1600-513.31-33	197,955			
12/08/20	001-1600-513.31-00	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
01/12/21	001-1600-513.56-15	7,750	CLEARGOV GEN FUND PORTION RES# 2021-003		1279
	001-1600-513.42-00	999	IM SOL FY20 PO ROLL 76865 RES# 2021-003		1279
	001-1600-513.55-00	1,140			
	001-1600-513.31-00	31,725			
	001-1600-513.52-00	40,833			
	001-1600-513.31-00	96,000	INFO TECH RES PO 76923 RES# 2021-003		1279
	001-1600-513.31-00	11,000	THALES CONS FY20 PO 76869 RES# 2021-003		1279
01/26/21	001-1600-513.83-01	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
13	Budget Amendments/Transfers			Division 1600 Total ($160,827)	
1601 - EMERGENCY/DISASTER SVS					
01/12/21	001-1601-525.64-00	37,000	DECON UNITS COVID RESP RES# 2021-003		1279
1	Budget Amendments/Transfers			Division 1601 Total $37,000	
1801 - HUMAN RESOURCES					
11/10/20	001-1801-513.24-00	8	COVID 19 PAYOUTS RES# 2020-235		558
	001-1801-513.22-00	314			
	001-1801-513.21-00	359			
	001-1801-513.12-12	4,689			
1	Budget Amendments/Transfers			Division 1801 Total $5,370	
1805 - CITY CLERK					
11/10/20	001-1805-513.24-00	3	COVID 19 PAYOUTS RES# 2020-235		558
	001-1805-513.22-00	17			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/10/20	001-1805-513.21-00	123	COVID 19 PAYOUTS RES# 2020-235	558
	001-1805-513.12-12	1,607		
1	Budget Amendments/Transfers		Division 1805 Total $1,750	
2100 - POLICE ADMIN/OPERATIONS				
10/13/20	001-2100-521.46-03	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION	125
	001-2100-521.52-14	16,617	JAG GRANT CAMERAS RES # 20-213	124
11/05/20	001-2100-521.64-00	(352,824)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-00	(147,890)		
	001-2100-521.44-00	(79,692)		
	001-2100-521.34-00	(51,308)		
	001-2100-521.49-21	(20,000)		
	001-2100-521.40-00	(14,508)		
	001-2100-521.55-00	(13,178)		
	001-2100-521.56-15	(12,014)		
	001-2100-521.46-00	(9,130)		
	001-2100-521.54-00	(6,310)		
	001-2100-521.41-00	(5,825)		
	001-2100-521.47-00	(5,625)		
	001-2100-521.46-03	(2,650)		
	001-2100-521.48-00	(500)		
	001-2100-521.42-00	(330)		
	001-2100-521.51-00	(250)		
	001-2100-521.56-15	26		
	001-2100-521.56-15	58		
	001-2100-521.54-00	80		
	001-2100-521.54-00	100		
	001-2100-521.47-00	120		
	001-2100-521.52-00	120		
	001-2100-521.55-00	120		
	001-2100-521.54-00	150		
	001-2100-521.51-00	250		
	001-2100-521.54-00	260		
	001-2100-521.54-00	265		
	001-2100-521.47-00	283		
	001-2100-521.42-00	330		
	001-2100-521.56-15	410		
	001-2100-521.55-00	495		
	001-2100-521.46-03	500		
	001-2100-521.48-00	500		
	001-2100-521.41-00	501		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.52-00	633	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.47-00	750		
	001-2100-521.47-00	875		
	001-2100-521.40-00	981		
	001-2100-521.46-03	1,000		
	001-2100-521.52-00	1,000		
	001-2100-521.41-00	1,004		
	001-2100-521.52-00	1,015		
	001-2100-521.55-00	1,020		
	001-2100-521.34-00	1,055		
	001-2100-521.46-03	1,150		
	001-2100-521.52-00	1,150		
	001-2100-521.47-00	1,283		
	001-2100-521.40-00	1,352		
	001-2100-521.52-00	1,431		
	001-2100-521.40-00	1,458		
	001-2100-521.52-00	1,473		
	001-2100-521.55-00	1,998		
	001-2100-521.52-00	2,174		
	001-2100-521.47-00	2,314		
	001-2100-521.40-00	2,325		
	001-2100-521.52-00	2,361		
	001-2100-521.40-00	2,500		
	001-2100-521.54-00	2,500		
	001-2100-521.54-00	2,955		
	001-2100-521.52-00	3,440		
	001-2100-521.41-00	4,320		
	001-2100-521.46-00	4,430		
	001-2100-521.55-00	4,515		
	001-2100-521.46-00	4,700		
	001-2100-521.52-00	4,751		
	001-2100-521.52-00	4,770		
	001-2100-521.55-00	5,030		
	001-2100-521.40-00	5,892		
	001-2100-521.52-00	5,952		
	001-2100-521.52-00	6,144		
	001-2100-521.52-00	7,392		
	001-2100-521.52-00	7,753		
	001-2100-521.44-00	7,800		
	001-2100-521.52-00	8,514		
	001-2100-521.52-00	9,114		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11/05/20	001-2100-521.64-00	9,582	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-00	10,744		
	001-2100-521.52-00	11,088		
	001-2100-521.56-15	11,520		
	001-2100-521.44-00	17,670		
	001-2100-521.49-21	20,000		
	001-2100-521.52-00	22,578		
	001-2100-521.64-00	24,742		
	001-2100-521.52-00	34,293		
	001-2100-521.34-00	50,253		
	001-2100-521.44-00	54,222		
	001-2100-521.64-00	318,500		
11/10/20	001-2100-521.52-00	(278)	COVER COSTS AFIS LIVESCAN RES# 2020-239	556
	001-2100-521.64-00	278		
	001-2100-521.64-00	10,426	COVER INCR PD PATROL CARS RES# 2020-238	544
	001-2100-521.22-00	33	COVID 19 PAYOUTS RES# 2020-235	558
	001-2100-521.24-00	1,109		
	001-2100-521.22-00	1,671		
	001-2100-521.21-00	2,565		
	001-2100-521.24-00	7,516		
	001-2100-521.13-00	8,584		
	001-2100-521.21-00	10,486		
	001-2100-521.22-01	21,265		
	001-2100-521.12-12	33,526		
	001-2100-521.12-00	121,153		
	001-2100-521.52-12	(16,980)	FY21 BPV GRANT 0410 RES# 2020-228	547
	001-2100-521.52-22	33,960		
	001-2100-521.23-00	(10,743)	RED FY21 VOCA GR AWARD RES# 2020-230	551
	001-2100-521.22-00	(7,257)		
	001-2100-521.21-00	(5,919)		
	001-2100-521.27-00	(4,800)		
	001-2100-521.12-00	(3,422)		
	001-2100-521.24-00	(132)		
	001-2100-521.64-00	(24,724)	TXFR VOCA MATCH TO PATROL RES# 2020-230	550
	001-2100-521.64-00	24,724		
11/16/20	001-2100-521.52-12	(16,980)	ASSIGN AD BUDG PROJ #S	405
	001-2100-521.52-12	16,980		
12/22/20	001-2100-521.12-00	(1,345)	CORR NEG BAL PD ACCTS	1067
	001-2100-521.45-00	(150)		
	001-2100-521.49-00	150		

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/22/20	001-2100-521.49-00	1,345	CORR NEG BAL PD ACCTS		1067
01/12/21	001-2100-521.64-00	53,574	DANA SAFETY EQ PO 76923 RES# 2021-003		1279
01/26/21	001-2100-521.49-21	(5,000)	ADDTNL NARCA FIRST RESPON		1543
	001-2100-521.52-00	5,000			
	001-2100-521.49-00	(1,345)	CORR DEC CLEANUP		1543
	001-2100-521.49-02	1,345			
14	Budget Amendments/Transfers		Division 2100 Total	$277,102	
2101 - POLICE COMMUNICATIONS					
11/05/20	001-2101-521.40-00	(8,413)	ASSIGN AD BUDG PROJ #S		405
	001-2101-521.34-00	(5,874)			
	001-2101-521.55-00	(1,000)			
	001-2101-521.54-00	(175)			
	001-2101-521.52-00	(150)			
	001-2101-521.52-00	150			
	001-2101-521.54-00	175			
	001-2101-521.55-00	1,000			
	001-2101-521.34-00	5,874			
	001-2101-521.40-00	8,413			
11/10/20	001-2101-521.24-00	7	COVID 19 PAYOUTS RES# 2020-235		558
	001-2101-521.24-00	72			
	001-2101-521.21-00	276			
	001-2101-521.21-00	1,962			
	001-2101-521.22-00	2,562			
	001-2101-521.12-12	3,602			
	001-2101-521.12-00	24,729			
12/22/20	001-2101-521.45-00	(225)	CORR NEG BAL PD ACCTS		1067
	001-2101-521.49-00	225			
3	Budget Amendments/Transfers		Division 2101 Total	$33,210	
2132 - CODE ENFORCEMENT					
11/10/20	001-2132-524.24-00	29	COVID 19 PAYOUTS RES# 2020-235		558
	001-2132-524.22-00	55			
	001-2132-524.21-00	84			
	001-2132-524.12-12	1,090			
12/22/20	001-2132-524.51-00	(300)	CORR NEG BAL PD ACCTS		1067
	001-2132-524.45-00	(45)			
	001-2132-524.49-00	45			
	001-2132-524.52-00	300			
2	Budget Amendments/Transfers		Division 2132 Total	$1,258	
2200 - FIRE ADMINISTRATION					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/27/20	001-2200-522.64-16	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/10/20	001-2200-522.24-00	150	COVID 19 PAYOUTS RES# 2020-235		558
	001-2200-522.21-00	221			
	001-2200-522.12-12	2,884			
01/26/21	001-2200-522.34-00	5,883	ADD FNDS / FIRE INSPECTOR		1543
3 Budget Amendments/Transfers			Division 2200 Total	$42,318	
2201 - FIRE OPERATIONS					
11/10/20	001-2201-522.24-00	1,567	COVID 19 PAYOUTS RES# 2020-235		558
	001-2201-522.21-00	2,309			
	001-2201-522.12-12	30,178			
11/16/20	001-2201-522.64-00	(45,000)	ASSIGN AD BUDG PROJ #S		405
	001-2201-522.64-00	10,000			
	001-2201-522.64-00	35,000			
01/26/21	001-2201-522.55-00	(5,883)	ADD FNDS / FIRE INSPECTOR		1543
3 Budget Amendments/Transfers			Division 2201 Total	$28,171	
3200 - ADMINISTRATION					
11/10/20	001-3200-515.24-00	11	COVID 19 PAYOUTS RES# 2020-235		558
	001-3200-515.22-00	209			
	001-3200-515.21-00	316			
	001-3200-515.12-12	4,119			
11/17/20	001-3200-515.31-00	17,425	R/O PO # 76297 S&ME RES# 2020-245		625
	001-3200-515.34-00	8,656	R/O PO #76172 Geosyntec RES# 2020-245		625
3 Budget Amendments/Transfers			Division 3200 Total	$30,736	
3205 - ECONOMIC DEVELOPMENT					
11/10/20	001-3205-559.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	001-3205-559.21-00	89			
	001-3205-559.22-00	99			
	001-3205-559.12-12	1,154			
01/12/21	001-3205-554.83-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
2 Budget Amendments/Transfers			Division 3205 Total	$56,085	
3500 - ADMINISTRATION					
11/10/20	001-3500-519.24-00	1	COVID 19 PAYOUTS RES# 2020-235		558
	001-3500-519.21-00	22			
	001-3500-519.12-12	286			
01/26/21	001-3500-519.48-00	(100)	SOLID WASTE TRNG CLASS		1543
	001-3500-519.55-00	100			
2 Budget Amendments/Transfers			Division 3500 Total	$309	
3510 - STREET MANAGEMENT					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/05/20	001-3510-541.64-00	(70,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.46-00	(30,000)			
	001-3510-541.46-00	30,000			
	001-3510-541.64-00	70,000			
11/10/20	001-3510-541.46-00	(16,293)	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-3510-541.63-00	16,293			
	001-3510-541.63-00	50,000			
	001-3510-541.21-00	52	COVID 19 PAYOUTS RES# 2020-235		558
	001-3510-541.24-00	70			
	001-3510-541.12-12	679			
11/16/20	001-3510-541.63-00	(300,000)	ASSIGN AD BUDG PROJ #S		405
	001-3510-541.63-00	300,000			
11/17/20	001-3510-541.46-00	58,161	R/O PO #75367 Goodson Pav RES# 2020-245		625
	001-3510-541.46-00	2	R/O PO #75368 Goodson Pav RES# 2020-245		625
	001-3510-541.63-04	7,750	R/O PO #76438 Parkit Con RESO #2020-245		625
	001-3510-541.46-00	1	R/P PO #76124 Goodson Pav RES# 2020-245		625
8	Budget Amendments/Transfers			Division 3510 Total	$116,715
3520 - PARKS & BEAUTIFICATION					
10/27/20	001-3520-572.34-09	16,600	MOWING CONTRACTS SHORTAGE FOR FIRE STATIONS		301
11/05/20	001-3520-572.64-00	(17,000)	ASSIGN AD BUDG PROJ #S		405
	001-3520-572.64-00	17,000			
11/10/20	001-3520-572.21-00	280	COVID 19 PAYOUTS RES# 2020-235		558
	001-3520-572.24-00	372			
	001-3520-572.12-12	3,655			
	001-3520-572.31-13	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-3520-572.31-14	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-3520-572.31-14	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-3520-572.31-13	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
12/08/20	001-3520-572.64-00	(14,879)	CORR PROJ # FOR MOWERS		870
	001-3520-572.64-00	14,879			
8	Budget Amendments/Transfers			Division 3520 Total	$130,907
3540 - PUBLIC WORKS- FLEET MAINT					
11/10/20	001-3540-519.24-00	73	COVID 19 PAYOUTS RES# 2020-235		558
	001-3540-519.21-00	199			
	001-3540-519.12-12	2,601			
11/16/20	001-3540-519.64-00	(10,000)	ASSIGN AD BUDG PROJ #S		405
	001-3540-519.64-00	10,000			
2	Budget Amendments/Transfers			Division 3540 Total	$2,873

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
3560 - FACILITY MANAGEMENT					
11/10/20	001-3560-519.24-00	224	COVID 19 PAYOUTS RES# 2020-235		558
	001-3560-519.21-00	439			
	001-3560-519.12-12	5,739			
11/16/20	001-3560-519.64-00	(173,500)	ASSIGN AD BUDG PROJ #S		405
	001-3560-519.64-00	34,500			
	001-3560-519.64-00	37,000			
	001-3560-519.64-00	45,000			
	001-3560-519.64-00	57,000			
01/12/21	001-3560-519.64-00	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
3	Budget Amendments/Transfers		Division 3560 Total	$41,402	
3580 - CAPITAL PROJECTS MNGMT					
11/10/20	001-3580-519.24-00	4	COVID 19 PAYOUTS RES# 2020-235		558
	001-3580-519.22-00	46			
	001-3580-519.21-00	160			
	001-3580-519.12-12	2,088			
1	Budget Amendments/Transfers		Division 3580 Total	$2,298	
79	Total Budget Amendments/Transfers		**GENERAL FUND**	**$807,245**	
3240 - HOUSING GRANTS					
11/17/20	103-3240-554.83-09	13,780	R/O PO # 76904 Cent Brev RESO #2020-234		625
	103-3240-554.83-00	348	R/O PO #76234 Green Leaf RES# 2020-245		625
	103-3240-554.83-00	8,308	R/O PO #76898 P Lynch Con RES# 2020-245		625
	103-3240-554.83-09	13,237	R/O PO #76903 Salv Army RES# 2020-245		625
	103-3240-554.83-09	13,780	R/O PO #76906 Comm Svcs RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76938 Salv Army RES# 2020-245		625
	103-3240-554.83-09	20,670	R/O PO #76939 Cent Brev RES# 2020-245		625
12/08/20	103-3240-581.91-01	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
01/26/21	103-3240-554.83-00	(3,500)	INC OP BUDGET DUE TO COVID		1543
	103-3240-554.54-00	1,225			
	103-3240-554.51-00	2,275			
9	Budget Amendments/Transfers		Division 3240 Total	$265,793	
9	Total Budget Amendments/Transfers		**CDBG**	**$265,793**	
3240 - HOUSING GRANTS					
11/17/20	104-3240-554.83-00	260,000	R/O PO #74638 Comm Housg RES# 2020-245		625
1	Budget Amendments/Transfers		Division 3240 Total	$260,000	
1	Total Budget Amendments/Transfers		**BREVARD COUNTY HOME**	**$260,000**	
3240 - HOUSING GRANTS					

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	105-3240-554.83-00	100	R/O PO # 76080 Fed Title RES# 2020-245		625
	105-3240-554.83-00	300	R/O PO #76003 Gr Leaf Hom RESO #2020-234		625
	105-3240-554.83-00	10,000	R/O PO #76898 P Lynch Con RESO #2020-234		625
3 Budget Amendments/Transfers			Division 3240 Total	$10,400	
3 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	
3200 - ADMINISTRATION					
11/10/20	107-3200-515.22-00	24	COVID 19 PAYOUTS RES# 2020-235		558
	107-3200-515.24-00	67			
	107-3200-515.21-00	284			
	107-3200-515.12-12	3,709			
1 Budget Amendments/Transfers			Division 3200 Total	$4,084	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$4,084**	
3230 - CRA ADMIN/OPERATIONS					
10/13/20	110-3230-559.39-00	(41)	COCOA CRA LIABILITY INS RES # 20-660		144
	110-3230-559.45-00	41			
	110-3230-559.39-00	(15,000)	LEE WENNER MANGROVE TRIM RES # 20-672		143
	110-3230-559.34-00	15,000			
10/14/20	110-3230-581.91-01	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
	110-3230-559.39-00	91,628			
11/10/20	110-3230-559.39-00	(254)	COVID 19 PAYOUTS RES# 2020-235		558
	110-3230-559.24-00	1			
	110-3230-559.21-00	17			
	110-3230-559.22-00	19			
	110-3230-559.12-12	217			
	110-3230-559.39-00	(5,000)	CRA FINANCIAL STATEMENT RES# 2020-757		559
	110-3230-559.32-00	5,000			
	110-3230-559.39-00	(25,000)	FIND - BOAT RAMP REHAB RES# 2020-678		561
	110-3230-581.91-32	25,000			
	110-3230-559.39-00	(30,000)	FIND - LEE WENNER DREDGE RES# 2020-677		560
	110-3230-581.91-01	30,000			
11/17/20	110-3230-559.63-00	18,664	R/O PO # 76293 Infr Sol RES# 2020-245		625
	110-3230-559.63-00	28,750	R/O PO #74623 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	12,118	R/O PO #76666 Infr Sol RES# 2020-245		625
	110-3230-559.31-00	46,389	R/O PO #76790 S&ME RES# 2020-245		625
12/08/20	110-3230-559.39-00	(4,517)	ISS T/O 2020-14 PKG STUDY RES# 20-820		917
	110-3230-559.31-00	4,517			
	110-3230-559.39-00	(39,918)	LEE WENNER FISH PIER EVAL & DESIGN - RES# 20-823		918
	110-3230-559.31-00	39,918			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
02/09/21	110-3230-559.39-00	(60,000)	FIGURINES-GATEWAY PROJ RES# 21-103		1684
	110-3230-559.63-00	60,000			
14	Budget Amendments/Transfers		Division 3230 Total	$105,921	
	14 Total Budget Amendments/Transfers		**CRA COCOA RDA**	**$105,921**	
3230 - CRA ADMIN/OPERATIONS					
10/19/20	111-3230-559.39-00	(50)	DMND SQ LIABILITY INS RES # 20-701		209
	111-3230-559.45-00	50			
11/10/20	111-3230-559.39-00	(87)	COVID 19 PAYOUTS RES# 2020-235		558
	111-3230-559.24-00	1			
	111-3230-559.21-00	6			
	111-3230-559.22-00	7			
	111-3230-559.12-12	73			
11/17/20	111-3230-559.39-00	(3,100)	APP / SURVEY 2 PARCELS RES# 2020-786		594
	111-3230-559.31-00	3,100			
02/09/21	111-3230-559.39-00	(3,600)	SIGN REPAIR / REPLACE CRA RES# 21-102		1685
	111-3230-559.46-00	3,600			
4	Budget Amendments/Transfers		Division 3230 Total	$0	
	4 Total Budget Amendments/Transfers		**CRA DIAMOND SQUARE 626**	**$0**	
3230 - CRA ADMIN/OPERATIONS					
11/17/20	112-3230-559.31-01	265	R/O PO # 75259 J Colombo RES# 2020-245		625
1	Budget Amendments/Transfers		Division 3230 Total	$265	
	1 Total Budget Amendments/Transfers		**CRA US1 CORRIDOR**	**$265**	
3580 - CAPITAL PROJECTS MNGMT					
12/08/20	303-3580-519.63-00	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1	Budget Amendments/Transfers		Division 3580 Total	$1,500,000	
	1 Total Budget Amendments/Transfers		**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
1506 - INVENTORY					
11/10/20	421-1506-536.24-00	2	COVID 19 PAYOUTS RES# 2020-235		558
	421-1506-536.21-00	66			
	421-1506-536.12-12	863			
12/08/20	421-1506-536.52-00	(138)	CELL PHONE / WAREHOUSE		870
	421-1506-536.41-00	138			
2	Budget Amendments/Transfers		Division 1506 Total	$931	
1515 - UTILITY SUPPORT SERVICES					
11/10/20	421-1515-536.22-00	89	COVID 19 PAYOUTS RES# 2020-235		558
	421-1515-536.24-00	260			
	421-1515-536.21-00	556			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	421-1515-536.12-12	7,262	COVID 19 PAYOUTS RES# 2020-235		558
11/16/20	421-1515-536.64-00	(61,500)	ASSIGN AD BUDG PROJ #S		405
	421-1515-536.64-00	61,500			
2 Budget Amendments/Transfers			Division 1515 Total	$8,167	
4010 - WATER ADMINISTRATION					
10/27/20	421-4010-536.31-33	(38,952)	BENTEK BROKER CONSULT FEE		281
	421-4010-536.31-00	38,952			
11/10/20	421-4010-536.39-00	(75,000)	CLOSING COSTS W/S REV BND RES# 2020-231		554
	421-4010-536.73-00	75,000			
	421-4010-536.39-00	(81,502)	COVID 19 PAYOUTS RES# 2020-235		558
	421-4010-536.22-00	31			
	421-4010-536.24-00	31			
	421-4010-536.21-00	239			
	421-4010-536.12-12	3,123			
11/16/20	421-4010-536.64-00	(41,900)	ASSIGN AD BUDG PROJ #S		405
	421-4010-536.64-00	17,000			
	421-4010-536.64-00	24,900			
11/17/20	421-4010-536.31-01	2,421	R/O PO # 76240 Kirwin N RES# 2020-245		625
	421-4010-536.31-00	15,743	R/O PO #76150 Stantec RES# 2020-245		625
	421-4010-536.31-00	51,907	R/O PO #76942 Jacobs RES# 2020-245		625
	421-4010-536.56-15	7,750	R/O PO #76965 Cleargov RES# 2020-245		625
12/08/20	421-4010-536.39-00	(256,410)	RELOC TWO FORCE MAINS RES# 2020-251		905
	421-4010-536.31-00	17,550	STANTEC RATE STUDY C/O RES# 2020-249		904
01/12/21	421-4010-536.39-00	(91,770)	B MAYER TO / Area J&K GS RES #2021-002		1278
	421-4010-581.91-01	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
02/09/21	421-4010-536.39-00	(101,900)	TO 2021-21 / COCOA GROVE RES# 2021-008		1655
02/23/21	421-4010-536.39-00	(223,661)	RICHLAND VALVE/TAP RES# 2021-010		1846
14 Budget Amendments/Transfers			Division 4010 Total	($564,678)	
4020 - DYAL PLANT					
10/27/20	421-4020-536.46-02	(49,000)	Spectrum Network Service Banana River & Viera		304
	421-4020-536.46-02	49,000			
11/10/20	421-4020-536.22-00	125	COVID 19 PAYOUTS RES# 2020-235		558
	421-4020-536.24-00	855			
	421-4020-536.21-00	1,848			
	421-4020-536.12-12	24,153			
	421-4020-536.46-00	(36,458)	PRCHSE BYPASS PUMP RES# 2020-237		553
	421-4020-536.64-00	36,458			
11/16/20	421-4020-536.63-00	(160,000)	ASSIGN AD BUDG PROJ #S		405
	421-4020-536.63-00	160,000			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/17/20	421-4020-536.63-00	59,611	R/O PO # 76439 Jacobs RES# 2020-245		625
	421-4020-536.46-00	91,484	R/O PO # 76864 Ring Power RES# 2020-245		625
	421-4020-536.64-00	186,195	R/O PO # 76947 Xylem RES# 2020-245		625
	421-4020-536.46-00	61,276	R/O PO #75893 CE Power RES# 2020-245		625
	421-4020-536.46-00	4,794	R/O PO #75906 Ring Power RES# 2020-245		625
	421-4020-536.34-00	3,223	R/O PO #76448 BioTech RES# 2020-245		625
	421-4020-536.31-03	9,280	R/O PO #76475 Vortex RES# 2020-245		625
	421-4020-536.46-00	3,396	R/O PO #76934 Blind Spot RES# 2020-245		625
	421-4020-536.46-02	(49,000)	SPECTRUM NETWORK SERVICE RES# 2020-219		595
	421-4020-536.41-00	49,000			
12/08/20	421-4020-536.56-15	23,400	FINISH FIBER RING INSTALL		870
	421-4020-536.64-00	23,890	PURCHASE LAWNMOWERS		870
	421-4020-536.46-02	(47,290)	PURCHASE LAWNMOWERS & FINISH FIBER RING INSTALL		870
16	Budget Amendments/Transfers			Division 4020 Total $446,240	
4025 - WATER FIELD OPERATIONS					
11/10/20	421-4025-536.24-00	500	COVID 19 PAYOUTS RES# 2020-235		558
	421-4025-536.21-00	1,064			
	421-4025-536.12-12	13,905			
11/16/20	421-4025-536.64-00	(354,440)	ASSIGN AD BUDG PROJ #S		405
	421-4025-536.64-00	11,050			
	421-4025-536.64-00	123,858			
	421-4025-536.64-00	219,532			
11/17/20	421-4025-536.46-00	133,948	R/O PO #75930 Goodson RES# 2020-245		625
	421-4025-536.46-00	721	R/O PO #76406 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	56,743	R/O PO #76628 DP Develop RES# 2020-245		625
	421-4025-536.46-00	4,507	R/O PO #76777 Mead & Hunt RES# 2020-245		625
	421-4025-536.46-00	3,900	R/O PO #76959 Dial Plbg RES# 2020-245		625
	421-4025-536.56-15	19,038	R/O PO #76964 Morse Comm RES# 2020-245		625
	421-4025-536.55-00	5,480	R/O PO #76987 FW&PCOA RES# 2020-245		625
02/23/21	421-4025-536.46-00	223,661	RICHLAND VALVE/TAP RES# 2021-010		1846
10	Budget Amendments/Transfers			Division 4025 Total $463,467	
4055 - ENGINEERING					
11/10/20	421-4055-536.24-00	59	COVID 19 PAYOUTS RES# 2020-235		558
	421-4055-536.22-00	81			
	421-4055-536.21-00	418			
	421-4055-536.12-12	5,454			
11/16/20	421-4055-536.63-00	(144,141)	ASSIGN AD BUDG PROJ #S		405
	421-4055-536.63-00	43,808			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/16/20	421-4055-536.63-00	100,333	ASSIGN AD BUDG PROJ #S		405
11/17/20	421-4055-536.31-03	12,978	R/O PO # 75740 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,271	R/O PO # 76691 Carollo RES# 2020-245		625
	421-4055-536.63-00	167,104	R/O PO # 76901 Carollo RES# 2020-245		625
	421-4055-536.63-00	143,094	R/O PO # 76986 Jacobs RES# 2020-245		625
	421-4055-536.63-00	3,182	R/O PO #71688 Mead & Hunt RES# 2020-245		625
	421-4055-536.63-00	1,005	R/O PO #71946 Bussen May RES# 2020-245		625
	421-4055-536.63-00	27,029	R/O PO #74901 Mead & Hunt RES# 2020-245		625
	421-4055-536.31-03	9,120	R/O PO #75744 Bussen May RES# 2020-245		625
	421-4055-536.63-00	420,315	R/O POn #71924 Brandes RES# 2020-245		625
12/08/20	421-4055-536.63-00	83,490	CAPE CAN WM REPL RES# 2020-249		904
	421-4055-536.63-00	123,061	FORCE MAIN REPAIRS RES# 2020-249		904
	421-4055-536.63-00	210,572	IND PK PUMP STN RES# 2020-249		904
	421-4055-536.63-00	256,410	RELOC TWO FORCE MAINS RES# 2020-251		905
01/12/21	421-4055-536.63-00	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
02/09/21	421-4055-536.63-00	101,900	TO 2021-21 / COCOA GROVE RES# 2021-008		1655
17	Budget Amendments/Transfers		Division 4055 Total	$1,792,543	
4120 - WATER RECLAMATION					
11/10/20	421-4120-536.22-00	109	COVID 19 PAYOUTS RES# 2020-235		558
	421-4120-536.24-00	330			
	421-4120-536.21-00	924			
	421-4120-536.12-12	12,075			
11/16/20	421-4120-536.64-00	(77,341)	ASSIGN AD BUDG PROJ #S		405
	421-4120-536.64-15	(10,000)			
	421-4120-536.64-15	10,000			
	421-4120-536.64-00	37,280			
	421-4120-536.64-00	40,061			
12/22/20	421-4120-536.52-00	(368)	CORR NEG BAL W/S ACCTS		1067
	421-4120-536.41-00	368			
01/26/21	421-4120-536.52-00	(2,600)	COVER DEP FINE		1543
	421-4120-536.49-00	2,600			
	421-4120-536.64-00	(5,540)	REBDGT / NOT CAPITAL		1543
	421-4120-536.52-00	5,540			
5	Budget Amendments/Transfers		Division 4120 Total	$13,438	
4125 - SEWER FIELD OPERATIONS					
10/13/20	421-4125-536.46-00	(52,859)	TO 2021-17 / CAROLLO ENG RES # 20-210		126
	421-4125-536.31-03	52,859			
11/10/20	421-4125-536.24-00	231	COVID 19 PAYOUTS RES# 2020-235		558

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
11/10/20	421-4125-536.21-00	487	COVID 19 PAYOUTS RES# 2020-235		558
	421-4125-536.12-12	6,362			
11/16/20	421-4125-536.64-15	(130,000)	ASSIGN AD BUDG PROJ #S		405
	421-4125-536.64-15	130,000			
11/17/20	421-4125-536.46-00	3,060	R/O PO # 76711 EJ USA RES# 2020-245		625
	421-4125-536.46-00	7,430	R/O PO # 76954 Barneys RES# 2020-245		625
	421-4125-536.46-00	3,300	R/O PO # 76955 Graybar RES# 2020-245		625
	421-4125-536.64-00	149,980	R/O PO #76667 Mid Fl Dies RES# 2020-245		625
7 Budget Amendments/Transfers			Division 4125 Total	$170,850	
73 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,330,958**	
3570 - STORMWATER UTILITY					
10/27/20	423-3570-538.31-33	(1,901)	BENTEK BROKER CONSULT FEE		281
	423-3570-538.31-00	1,901			
	423-3570-538.39-00	(28,736)	Wilson Ave SW pipe		302
	423-3570-538.63-00	28,736			
11/10/20	423-3570-538.63-00	(35,550)	CORR ACCT - DRAINAGE PROJ RES# 2020-238		540
	423-3570-538.64-00	35,550			
	423-3570-538.39-00	(2,754)	COVID 19 PAYOUTS RES# 2020-235		558
	423-3570-538.22-00	38			
	423-3570-538.21-00	177			
	423-3570-538.24-00	235			
	423-3570-538.12-12	2,304			
11/16/20	423-3570-538.63-00	(480,000)	ASSIGN AD BUDG PROJ #S		405
	423-3570-538.31-33	(6,946)			
	423-3570-538.52-33	(3,528)			
	423-3570-538.52-33	3,528			
	423-3570-538.31-33	6,946			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	45,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	50,000			
	423-3570-538.63-00	100,000			
	423-3570-538.63-00	190,000			
11/17/20	423-3570-538.46-00	92,576	R/O PO # 76547 C&D Const RES# 2020-245		625
	423-3570-538.64-00	(972)	R/O PO #76209 Mead & Hunt RES# 2020-245		625
	423-3570-538.63-00	1,213	R/O PO #76209 Mead & Hunt RESO #2020-245		625
	423-3570-538.63-00	45,460	R/O PO #76945 Infr Sol RES# 2020-245		625
12/08/20	423-3570-538.63-00	(972)	CORR BDGT - PO 76209 FISKE BLVD IMPROVEMENTS		870
	423-3570-538.64-00	972			

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/11/20	423-3570-538.34-10	(27,979)	CORR ACCT # TX COLL FEE FEES		933
	423-3570-538.34-00	27,979			
02/23/21	423-3570-538.39-00	(7,647)	FLOATING WETLAND PROJECT RES# 2021-012		1845
	423-3570-538.63-00	7,647			
12	Budget Amendments/Transfers		Division 3570 Total	$138,277	
	12 Total Budget Amendments/Transfers		**STORMWATER UTILITY**	**$138,277**	
4020 - DYAL PLANT					
11/16/20	424-4020-536.63-00	(1,600,000)	ASSIGN AD BUDG PROJ #S		405
	424-4020-536.64-15	(250,000)			
	424-4020-536.64-00	(200,000)			
	424-4020-536.64-00	200,000			
	424-4020-536.63-00	250,000			
	424-4020-536.63-00	250,000			
	424-4020-536.64-15	250,000			
	424-4020-536.63-00	500,000			
	424-4020-536.63-00	600,000			
01/26/21	424-4020-536.64-15	(12,856)	CORR PROJ # PO 77373		1543
	424-4020-536.64-15	12,856			
2	Budget Amendments/Transfers		Division 4020 Total	$0	
4055 - ENGINEERING					
11/16/20	424-4055-536.63-00	(7,144,879)	ASSIGN AD BUDG PROJ #S		405
	424-4055-536.63-06	(1,090,000)			
	424-4055-536.63-00	50,000			
	424-4055-536.63-00	120,000			
	424-4055-536.63-00	300,000			
	424-4055-536.63-00	860,879			
	424-4055-536.63-00	964,000			
	424-4055-536.63-00	1,000,000			
	424-4055-536.63-06	1,090,000			
	424-4055-536.63-00	1,350,000			
	424-4055-536.63-00	2,500,000			
01/12/21	424-4055-536.63-00	14,800	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
	424-4055-536.63-00	76,970			
2	Budget Amendments/Transfers		Division 4055 Total	$91,770	
4120 - WATER RECLAMATION					
11/16/20	424-4120-536.63-00	(525,000)	ASSIGN AD BUDG PROJ #S		405
	424-4120-536.63-00	525,000			
1	Budget Amendments/Transfers		Division 4120 Total	$0	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4125 - SEWER FIELD OPERATIONS					
11/16/20	424-4125-536.63-00	(675,000)	ASSIGN AD BUDG PROJ #S		405
	424-4125-536.63-00	275,000			
	424-4125-536.63-00	400,000			
1	Budget Amendments/Transfers		Division 4125 Total	$0	
6	Total Budget Amendments/Transfers		**RENEWAL & REPLACE FUND**	**$91,770**	
4700 - DEBT SERVICE					
12/22/20	425-4700-517.72-12	(1,696,550)	CORR ACCT # FY21 INT BUDG		1066
	425-4700-517.72-13	(965,200)			
	425-4700-517.72-11	(746,147)			
	425-4700-517.72-14	(375,314)			
	425-4700-517.72-09	(280,225)			
	425-4700-591.72-09	280,225			
	425-4700-591.72-14	375,314			
	425-4700-591.72-11	746,147			
	425-4700-591.72-13	965,200			
	425-4700-591.72-12	1,696,550			
1	Budget Amendments/Transfers		Division 4700 Total	$0	
1	Total Budget Amendments/Transfers		**W/S RESTRICTED ASSETS**	**$0**	
4010 - WATER ADMINISTRATION					
12/08/20	426-4010-536.31-00	1,800	INVESTMT FEES RES# 2020-249		904
1	Budget Amendments/Transfers		Division 4010 Total	$1,800	
4055 - ENGINEERING					
11/17/20	426-4055-536.63-00	238,436	R/O PO # 74898 CH2M Hill RES# 2020-245		625
	426-4055-536.62-00	5,998,561	R/O PO # 76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	1,941,791	R/O PO #76379 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	8,400,780	R/O PO #76454 Wh Smith RES# 2020-245		625
	426-4055-536.63-00	392,307	R/O PO# 76378 CH2M Hill RES# 2020-245		625
	426-4055-536.63-00	248,830	R/O PO# 76789 Stewarts El RES# 2020-245		625
	426-4055-536.64-00	1,705,105	R/O PO#76454 Wh Smith RES# 2020-245		625
12/08/20	426-4055-536.63-00	1,800,673	CCRIP/BOND INT RES# 2020-249		904
	426-4055-536.63-00	9,546,142	PINEDA SUB AQ PIPE RES# 2020-249		904
01/15/21	426-4055-536.63-00	(815,628)	CORR PROJ # FOR CCRIP SECURITY PROJ		1305
	426-4055-536.63-00	815,628			
10	Budget Amendments/Transfers		Division 4055 Total	$30,272,625	
4120 - WATER RECLAMATION					
11/17/20	426-4120-536.63-00	6,434	R/O PO # 74875 Carollo RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	426-4120-536.63-00	2,670,762	SELLERS FLOW IMPR	RES# 2020-249	904
2	Budget Amendments/Transfers			Division 4120 Total $2,677,196	
13	Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$32,951,621**	

218 Transfers & Amendments between 10/1/2020 and 2/28/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS **38,466,334**

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.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 3/11/2021

FY 2021 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 2/28/2021

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/13/20	001-0000-369.96-00	3,870	INS PROCEEDS PD VEHICLE K-9 CAGE PORTION		125
	001-0000-331.20-19	16,617	JAG GRANT CAMERAS RES # 20-213		124
10/14/20	001-0000-381.91-10	(91,628)	CORR CCRA LOAN C FY20 BUDG INCORR		127
10/27/20	001-0000-366.10-15	33,180	Firehouse Sub Grant Hydraulic Equipment		303
11/05/20	001-0000-331.20-15	(126,896)	ASSIGN AD BUDG PROJ #S		405
	001-0000-389.99-50	(105,000)			
	001-0000-331.20-16	(10,000)			
	001-0000-331.20-16	10,000			
	001-0000-389.99-50	35,000			
	001-0000-389.99-50	70,000			
	001-0000-331.20-15	126,896			
11/10/20	001-0000-337.40-02	50,000	AURORA ST SIDEWALK PROJ RES# 2020-236		555
	001-0000-381.91-10	25,000	FIND - BOAT RAMP REHAB RES# 2020-678		561
	001-0000-381.91-10	30,000	FIND - LEE WENNER DREDGE RES# 2020-677		560
	001-0000-337.30-17	30,000	FIND GRANT DREDGING RES# 2020-233		534
	001-0000-337.30-18	25,000	FIND GRANT LWP RAMP RES# 2020-232		536
	001-0000-331.20-21	16,980	FY21 BPV GRANT 0410 RES# 2020-228		547
	001-0000-331.20-15	(32,273)	RED FY21 VOCA GR AWARD RES# 2020-230		551
11/17/20	001-0000-389.99-50	171,687	FY21 PO ROLLOVER RES# 2020-245		625
12/08/20	001-0000-389.99-50	(175,000)	BREV CO PMT JLS CONST RES# 2020-248		903
	001-0000-381.91-03	175,000			
	001-0000-389.99-50	12,000	CAFR CONVERSION SOFTWARE RES# 2020-249		904
	001-0000-389.99-50	62,050	UTIL PAY KIOSK -CITY HALL RES# 2020-249		904
01/12/21	001-0000-389.99-50	53,574	ADD FNDS FY20 PO ROLLOVER 76923 / RES# 2021-003		1279
	001-0000-389.99-50	226,447	ADD FNDS FY20 PO ROLLOVER RES# 2021-003		1279
	001-0000-334.50-10	54,741	CARES FUNDS #107-2020 RES# 2021-003		1279
	001-0000-389.99-50	35,000	UNBUDG - PD FRONT GATE RES# 2021-003		1279
01/26/21	001-0000-389.99-50	85,000	COCOA HS TRACK IMP DONATE RES# 21-005		1466
21	Budget Amendments/Transfers			Division 0000 Total $807,245	
	21 Total Budget Amendments/Transfers		**GENERAL FUND**	**$807,245**	
11/17/20	103-0000-389.99-50	90,795	FY21 PO ROLLOVER RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	103-0000-338.10-04	175,000	BREV CO PMT JLS CONST RES# 2020-248		903
2 Budget Amendments/Transfers			Division 0000 Total	$265,795	
2 Total Budget Amendments/Transfers			**CDBG**	**$265,795**	
11/17/20	104-0000-389.99-50	260,000	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$260,000	
1 Total Budget Amendments/Transfers			**BREVARD COUNTY HOME**	**$260,000**	
11/17/20	105-0000-389.99-10	10,400	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$10,400	
1 Total Budget Amendments/Transfers			**SHIP/COCOA HOUSING TRUST**	**$10,400**	
11/10/20	107-0000-381.91-01	4,084	COVID 19 PAYOUTS RES# 2020-235		558
1 Budget Amendments/Transfers			Division 0000 Total	$4,084	
1 Total Budget Amendments/Transfers			**BUILDING PERMITS**	**$4,084**	
11/17/20	110-0000-389.99-50	105,921	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$105,921	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$105,921**	
11/17/20	112-0000-389.99-10	265	FY21 PO ROLLOVER RES# 2020-245		625
1 Budget Amendments/Transfers			Division 0000 Total	$265	
1 Total Budget Amendments/Transfers			**CRA US1 CORRIDOR**	**$265**	
12/08/20	303-0000-389.99-50	1,500,000	FISKE BLVD COMPLETE ST PR RES# 2020-249		904
1 Budget Amendments/Transfers			Division 0000 Total	$1,500,000	
1 Total Budget Amendments/Transfers			**FISKE BV CMPLT STRTSCAPE**	**$1,500,000**	
11/17/20	421-0000-389.99-50	138,277	FY21 PO ROLLOVER RES# 2020-245		625
	421-0000-389.99-50	1,696,283			
12/08/20	421-0000-389.99-50	434,673	UTIL PROJ - NOT YET BEGUN RES# 2020-249		904
12/15/20	421-0000-389.99-50	(138,277)	CORR ENTRY / INCORR FND BA-21-033-A		971
01/12/21	421-0000-389.99-50	200,000	ADD FNDS PROJ WS20GT RES# 2021-003		1279
4 Budget Amendments/Transfers			Division 0000 Total	$2,330,956	
4 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$2,330,956**	
12/15/20	423-0000-389.99-50	138,277	CORR ENTRY / INCORR FND BA-21-033-A		971
1 Budget Amendments/Transfers			Division 0000 Total	$138,277	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$138,277**	
01/12/21	424-0000-381.91-21	91,770	B MAYER TO / Area J&K GS SEWERS - RES #2021-002		1278
1 Budget Amendments/Transfers			Division 0000 Total	$91,770	
1 Total Budget Amendments/Transfers			**RENEWAL & REPLACE FUND**	**$91,770**	
11/17/20	426-0000-389.99-50	18,932,244	FY21 PO ROLLOVER RES# 2020-245		625

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
12/08/20	426-0000-389.99-50	14,019,377	BOND PROJ - NOT YET BEGUN RES# 2020-249		904
2	Budget Amendments/Transfers		Division 0000 Total	$32,951,621	
	2 Total Budget Amendments/Transfers		**WS CPTL PROJ 2018B**	**$32,951,621**	

37 Transfers & Amendments between 10/1/2020 and 2/28/2021

FY 2021 TOTAL TRANSFERS & AMENDMENTS	**38,466,334**

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.

Report: W:\Finance Administration\Budget Tracking Report\FY 2021 - Budget Tracking Worksheets\FY 2021 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 3/11/2021

Legislation Details (With Text)

File #:	21-226	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/11/2021			**In control:**	City Council
On agenda:	3/23/2021			**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 By Classification Report - February 2021.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 11, 2021
Agenda Date: March 23, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO ,CGFM Finance Director
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 2021 (FY21) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This Feburary 2021 (FY21) report is unaudited and preliminary. Some line items reflect an over budget balance at this time due to the timing of the rollover of purchase orders from FY21 and the re-appropriation of their related budgets.

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 2021 Budget by Classification Report - Summary Listing

2/28/2021

Target for February 2021 is 44%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 10,074,429		$ 7,174,353	$ 2,900,077	71%
OTHER PERMITS AND FEES	$ 4,403,003		$ 2,832,493	$ 1,570,510	64%
INTERGOVERNMENTAL	$ 2,288,293		$ 997,583	$ 1,290,710	44%
CHARGES FOR SERVICES	$ 12,422,689		$ 5,157,896	$ 7,264,793	42%
FINES AND FORFEITURES	$ 14,813		$ 4,779	$ 10,034	32%
MISCELLANEOUS	$ 768,133		$ 387,096	$ 381,037	50%
OTHER SOURCES (NON-REVENUE)	$ 12,186,918		$ 4,164,442	$ 8,022,476	34%
REVENUE TOTALS	**$ 42,158,278**		**$ 20,718,642**	**$ 21,439,636**	**49%**
EXPENSE					
SALARIES AND BENEFITS	$ 25,006,298	$ 2,673	$ 8,965,426	$ 16,038,199	36%
OPERATING EXPENDITURES	$ 12,614,200	$ 3,075,935	$ 3,862,484	$ 5,675,781	55%
CAPITAL OUTLAY	$ 1,327,644	$ 698,295	$ 412,199	$ 217,150	84%
GRANTS, AIDS AND OTHER	$ 3,210,136	$ -	$ 2,177,185	$ 1,032,951	68%
EXPENSE TOTALS	**$ 42,158,278**	**$ 3,776,903**	**$ 15,417,294**	**$ 22,964,081**	**46%**
REVENUE TOTALS	**$ 42,158,278**	**$ -**	**$ 20,718,642**	**$ 21,439,636**	**49%**
EXPENSE TOTALS	**$ 42,158,278**	**$ 3,776,903**	**$ 15,417,294**	**$ 22,964,081**	**46%**
	$ -	**$ (3,776,903)**	**$ 5,301,348**	**$ (1,524,445)**	

*Unaudited

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
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	126,904	154,619.64	122	6,126,904	5,839,365.32	95	6,626,904	787,538.68
20	00	DELINQUENT TAXES	0	660.28-		0	147.83-		15,000	15,147.83
25	00	PENALTIES RE: TAXES	0	15.45-		0	3,387.07		5,000	1,612.93
30	00	TAX CERTIFICATES	0	.00		0	.00		200,000	200,000.00
311	**	AD VALOREM	126,904	153,943.91	121	6,126,904	5,842,604.56	95	6,846,904	1,004,299.44
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	46,144	41,761.33	91	230,720	169,556.39	74	553,736	384,179.61
312	**	SALES USE AND FUEL TAXES	46,144	41,761.33	91	230,720	169,556.39	74	553,736	384,179.61
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	125,000	131,707.07	105	625,000	585,848.07	94	1,500,000	914,151.93
30	00	WATER-COCOA	30,423	28,410.96	93	152,115	151,117.05	99	365,082	213,964.95
40	00	GAS	1,433	5,937.38	414	7,165	19,629.55	274	17,200	2,429.55-
80	00	PROPANE	1,666	2,642.70	159	8,330	7,861.91	94	20,000	12,138.09
314	**	UTILITY SERVICE TAX	158,522	168,698.11	106	792,610	764,456.58	96	1,902,282	1,137,825.42
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	51,292	51,324.88	100	256,460	282,024.56	110	615,507	333,482.44
315	**	COMMUNICATION SERVICE TAX	51,292	51,324.88	100	256,460	282,024.56	110	615,507	333,482.44
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	1,000	2,636.85	264	149,000	115,710.41	78	156,000	40,289.59
316	**	LOCAL BUSINESS TAX	1,000	2,636.85	264	149,000	115,710.41	78	156,000	40,289.59
310	***	TAXES	383,862	418,365.08	109	7,555,694	7,174,352.50	95	10,074,429	2,900,076.50
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
10	00	TRAINING SURCHARGE	0	.00		0	112.14-		0	112.14
322	**	BUILDING PERMITS	0	.00		0	112.14-		0	112.14
323		FRANCHISE FEES								
10	00	ELECTRICITY	116,666	94,054.57	81	583,330	323,754.14	56	1,400,000	1,076,245.86
40	00	GAS	2,900	7,817.54	270	14,500	28,220.96	195	34,800	6,579.04
70	00	SOLID WASTE	15,641	17,430.58	111	78,205	87,318.55	112	187,703	100,384.45
323	**	FRANCHISE FEES	135,207	119,302.69	88	676,035	439,293.65	65	1,622,503	1,183,209.35
325		SPECIAL ASSESSMENT								
22	01	CHARGES FOR PUBLIC SVCS	14,500	75,241.92	519	2,614,500	2,347,702.52	90	2,614,500	266,797.48

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
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
22 02	DELINQUENT TAX	0	3.25		0	470.61		2,000	1,529.39
22 03	PENALTIES	0	1.08		0	159.07		2,000	1,840.93
22 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
22 *	FIRE PROTECTION	14,500	75,246.25	519	2,614,500	2,348,332.20	90	2,768,500	420,167.80
325 **	SPECIAL ASSESSMENT	14,500	75,246.25	519	2,614,500	2,348,332.20	90	2,768,500	420,167.80
329	OTHER PERMITS & FEES								
25 00	PLANNING AND ZONING	833	5,455.00	655	4,165	40,109.75	963	10,000	30,109.75-
35 00	FIRE INSPECTIONS	166	2,075.00	1250	830	4,870.00	587	2,000	2,870.00-
329 **	OTHER PERMITS & FEES	999	7,530.00	754	4,995	44,979.75	901	12,000	32,979.75-
320 ***	OTHER PERMITS & FEES	150,706	202,078.94	134	3,295,530	2,832,493.46	86	4,403,003	1,570,509.54
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 01	RES OFFCR - CTY CONTRACT	42,750	42,750.00	100	85,500	85,500.00	100	171,000	85,500.00
20 15	VICTIMS OF CRIME ACT GRNT	7,640	.00		41,134	19,279.94	47	94,623	75,343.06
20 16	INTERNET CRIMES GRANT	833	.00		4,165	.00		10,000	10,000.00
20 19	JAG 2020-DJ-BX-0410	0	.00		16,617	.00		16,617	16,617.00
20 21	BULLET PROOF V 2020	0	.00		16,980	.00		16,980	16,980.00
20 *	PUBLIC SAFETY	51,223	42,750.00	84	164,396	104,779.94	64	309,220	204,440.06
39 12	USDA/FOREST SVC 26866	0	.00		15,000	.00		15,000	15,000.00
39 *	OTHER PHYSCAL ENVIRONMENT	0	.00		15,000	.00		15,000	15,000.00
50 04	EDA-04-69-07348 GRANT	0	.00		0	45,000.00		0	45,000.00-
50 *	ECONOMIC ENVIRONMENT	0	.00		0	45,000.00		0	45,000.00-
331 **	FEDERAL GRANTS	51,223	42,750.00	84	179,396	149,779.94	84	324,220	174,440.06
333	PAYMENT IN LIEU OF TAXES								
90 00	HOUSING AUTHORITY	0	.00		0	.00		26,000	26,000.00
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		26,000	26,000.00
334	STATE GRANT								
50 10	CARES CRF #107-2020	6,082	.00		12,164	54,741.25	450	54,741	.25-
50 *	ECONOMIC ENVIRONMENT	6,082	.00		12,164	54,741.25	450	54,741	.25-

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
330		INTERGOVERNMENTAL REVENUE								
334		STATE GRANT								
334	**	STATE GRANT	6,082	.00		12,164	54,741.25	450	54,741	.25-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	41,916	42,216.81	101	209,580	211,084.05	101	503,000	291,915.95
12	20	8TH CNT MUNICIPAL GAS TAX	12,736	11,955.93	94	63,680	59,779.65	94	152,832	93,052.35
12	*	STATE REVENUE SHARING	54,652	54,172.74	99	273,260	270,863.70	99	655,832	384,968.30
14	00	MOBILE HOME LICENSES	1,833	852.50	47	9,165	16,068.79	175	22,000	5,931.21
15	00	ALCOHOLIC BEVERAGE	416	.00		2,080	1,709.54	82	5,000	3,290.46
18	00	LOCAL GOVERNMENT 1/2 CENT	87,875	110,391.80	126	439,375	392,840.82	89	1,054,500	661,659.18
21	00	FIREFIGHTER SUPPLEMENTAL	4,000	.00		8,000	3,965.48	50	16,000	12,034.52
29	*	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
41	00	FUEL TAX REFUNDS	2,083	7,140.03	343	10,415	7,140.03	69	25,000	17,859.97
335	**	STATE SHARED REVENUES	150,859	172,557.07	114	742,295	692,588.36	93	1,778,332	1,085,743.64
337		GRANTS FROM LOCAL UNITS								
30	17	FIND BV-CO-20-147 DREDGIN	2,727	.00		10,908	.00		30,000	30,000.00
30	18	FIND BV-CO-20-146 BT RAMP	2,273	.00		9,092	.00		25,000	25,000.00
30	*	PHYSICAL ENVIRONMENT	5,000	.00		20,000	.00		55,000	55,000.00
40	02	AURORA ST SIDEWLK IMPROV	4,545	.00		18,180	.00		50,000	50,000.00
60	01	BREV CTY CARES CVD19	0	.00		0	100,473.85		0	100,473.85-
60	*	HUMAN SERVICES	0	.00		0	100,473.85		0	100,473.85-
337	**	GRANTS FROM LOCAL UNITS	9,545	.00		38,180	100,473.85	263	105,000	4,526.15
330	***	INTERGOVERNMENTAL REVENUE	217,709	215,307.07	99	972,035	997,583.40	103	2,288,293	1,290,709.60
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
30	00	ADMINISTRATIVE FEES	548,813	548,814.00	100	2,744,065	2,744,070.00	100	6,585,764	3,841,694.00
31	00	ADMIN FEES STORMWATER	14,895	14,897.00	100	74,475	74,485.00	100	178,749	104,264.00
40	00	CERTIFY/COPY/SEARCH	8,000	8,971.90	112	40,000	42,578.47	106	96,000	53,421.53
90	12	PASSPORT EXECUTION FEES	166	196.12	118	830	651.12	78	2,000	1,348.88
341	**	GENERAL GOVERNMENT	571,874	572,879.02	100	2,859,370	2,861,784.59	100	6,862,513	4,000,728.41
342		PUBLIC SAFETY								
10	00	POLICE SERVICES	2,500	.00		12,500	1,085.00	9	30,000	28,915.00

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
340	CHARGES FOR SERVICES								
342	PUBLIC SAFETY								
90 00	OTHER PUBLIC SAFETY	83	.00		415	775.00	187	1,000	225.00
90 01	FALSE ALARM FEES	708	.00		3,540	4,445.00	126	8,500	4,055.00
90 *	OTHER PUBLIC SAFETY	791	.00		3,955	5,220.00	132	9,500	4,280.00
342 **	PUBLIC SAFETY	3,291	.00		16,455	6,305.00	38	39,500	33,195.00
343	PHYSICAL ENVIRONMENT								
37 10	BREVARD COUNTY	40,911	42,134.49	103	204,555	209,889.91	103	490,941	281,051.09
37 11	ROCKLEDGE	24,041	24,244.47	101	120,205	97,154.33	81	288,493	191,338.67
37 12	SUN LAKE	317	311.22	98	1,585	1,266.54	80	3,814	2,547.46
37 13	CLNY PK-M.I.UTIL CO.	159	166.44	105	795	834.48	105	1,917	1,082.52
37 16	COCOA BEACH	9,407	9,434.04	100	47,035	47,106.31	100	112,886	65,779.69
37 17	CAPE CANAVERAL	7,755	7,732.91	100	38,775	38,618.33	100	93,062	54,443.67
37 18	TITUSVILLE	352	345.42	98	1,760	1,756.74	100	4,231	2,474.26
37 *	WATER BILLING SERVICES	82,942	84,368.99	102	414,710	396,626.64	96	995,344	598,717.36
39 01	SERVICE CHARGES	33,333	49,625.67	149	166,665	257,939.57	155	400,000	142,060.43
39 03	ADMIN CHARGES	31,750	29,390.00	93	158,750	162,945.00	103	381,000	218,055.00
39 04	PENALTIES	65,804	44,577.73	68	329,020	305,750.96	93	789,650	483,899.04
39 05	NSF CHECKS	2,879	1,762.29	61	14,395	12,306.09	86	34,552	22,245.91
39 *	WATER OTHER INCOME	133,766	125,355.69	94	668,830	738,941.62	111	1,605,202	866,260.38
41 10	SOLID WASTE	162,795	163,968.96	101	813,975	815,208.85	100	1,953,540	1,138,331.15
41 20	RECYCLING REVENUE	23,903	26,554.46	111	119,515	135,321.04	113	286,842	151,520.96
41 30	GREEN WASTE	15,783	16,295.19	103	78,915	80,811.12	102	189,399	108,587.88
41 *	GARBAGE COLLECTION	202,481	206,818.61	102	1,012,405	1,031,341.01	102	2,429,781	1,398,439.99
45 10	BILLING FEE - WASTE MGMT	8,709	8,970.66	103	43,545	35,810.66	82	104,519	68,708.34
45 *	GARBAGE-OTHER REVENUE	8,709	8,970.66	103	43,545	35,810.66	82	104,519	68,708.34
90 01	FDOT MEDIAN MAINT	0	.00		19,000	35,565.00	187	71,130	35,565.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		50,000	.00		218,805	218,805.00
90 *	OTHER PHYSICAL ENVIRON	0	.00		69,000	35,565.00	52	289,935	254,370.00
343 **	PHYSICAL ENVIRONMENT	427,898	425,513.95	99	2,208,490	2,238,284.93	101	5,424,781	3,186,496.07
347	CULTURE/RECREATION								
39 10	PORCHER HOUSE - REVENUES	2,500	3,199.41	128	12,500	13,820.05	111	30,000	16,179.95
39 11	TENANT MAINTENANCE FEES	100	95.96	96	500	575.76	115	1,200	624.24

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
340	CHARGES FOR SERVICES								
347	CULTURE/RECREATION								
39 20	COCOA CIVIC CENTER	2,083	2,891.25	139	10,415	17,949.23	172	25,000	7,050.77
39 30	RIVERFRONT PARK	1,666	1,248.00	75	8,330	8,493.00	102	20,000	11,507.00
39 *	OTHER CULTURAL SERVICES	6,349	7,434.62	117	31,745	40,838.04	129	76,200	35,361.96
40 05	SPECIAL EVENT PERMITS	625	6,350.00	1016	3,125	8,550.00	274	7,500	1,050.00-
50 10	EVENT FEES	307	.00		1,535	1,368.51	89	3,695	2,326.49
50 30	ADVERTISING/SPONSORSHIPS	708	.00		3,540	.00		8,500	8,500.00
50 50	MISC FURNISHINGS	0	765.00		0	765.00		0	765.00-
50 *	SPECIAL REC FACILITIES	1,015	765.00	75	5,075	2,133.51	42	12,195	10,061.49
347 **	CULTURE/RECREATION	7,989	14,549.62	182	39,945	51,521.55	129	95,895	44,373.45
340 ***	CHARGES FOR SERVICES	1,011,052	1,012,942.59	100	5,124,260	5,157,896.07	101	12,422,689	7,264,792.93
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,234	1,481.16	120	6,170	4,778.79	78	14,813	10,034.21
351 **	JUDGMENTS AND FINES	1,234	1,481.16	120	6,170	4,778.79	78	14,813	10,034.21
350 ***	FINES AND FORFEITURES	1,234	1,481.16	120	6,170	4,778.79	78	14,813	10,034.21
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	3,673	7,998.09	218	18,365	38,013.38	207	44,083	6,069.62
10 02	INVESTMENT INTEREST	1,224	1,331.77-	109	6,120	.00		14,694	14,694.00
10 10	SBA	1,224	59.11	5	6,120	435.48	7	14,694	14,258.52
10 11	INTEREST/CBOS	1,224	1,525.51	125	6,120	1,525.51	25	14,694	13,168.49
10 *	INTEREST	7,345	8,250.94	112	36,725	39,974.37	109	88,165	48,190.63
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	7,345	8,250.94	112	36,725	39,974.37	109	88,165	48,190.63
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	8,000	3,791.66	47	69,000	62,207.13	90	125,886	63,678.87
362 **	RENT AND ROYALTIES	8,000	3,791.66	47	69,000	62,207.13	90	125,886	63,678.87
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)	0	.00		0	931.95		0	931.95-

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
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	931.95		0	931.95-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	256.50		0	256.50-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	256.50		0	256.50-
366		CONTRIBUTIONS & DONATIONS								
00	00	CONTRIBUTIONS & DONATIONS	0	.00		0	97,120.00		0	97,120.00-
10	15	FIREHOUSE SUBS-EXTRAC EQ	0	.00		33,180	33,180.00	100	33,180	.00
10	*	DONATIONS-PRIVATE SOURCES	0	.00		33,180	33,180.00	100	33,180	.00
366	**	CONTRIBUTIONS & DONATIONS	0	.00		33,180	130,300.00	393	33,180	97,120.00-
368		PENSION CONTRIBUTIONS								
21	00	POLICE STATE CONTRIBUTION	0	.00		0	.00		182,386	182,386.00
22	00	FIRE STATE CONTRIBUTION	0	.00		0	.00		105,146	105,146.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		287,532	287,532.00
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	0	36,820.84		0	54,134.15		0	54,134.15-
90	02	POLICE SECURITY SERVICES	6,250	6,520.00	104	31,250	24,632.00	79	75,000	50,368.00
90	03	CODE ENF ABATE/DEMO REV	7,916	7,847.90	99	39,580	43,176.03	109	95,000	51,823.97
90	04	MISC. POLICE REVENUES	83	70.81	85	415	648.71	156	1,000	351.29
90	05	INVESTIGATIVE COSTS REIM	4,250	6,333.39	149	21,250	29,634.98	140	51,000	21,365.02
90	09	PROPERTY REGISTRATION	625	400.00	64	3,125	1,200.00	38	7,500	6,300.00
90	*	OTHER MISC REVENUES	19,124	57,992.94	303	95,620	153,425.87	161	229,500	76,074.13
96	00	INSURANCE REFUND/PROCEEDS	323	.00		1,615	.00		3,870	3,870.00
369	**	OTHER MISC REVENUES	19,447	57,992.94	298	97,235	153,425.87	158	233,370	79,944.13
360	***	MISCELLANEOUS REVENUES	34,792	70,035.54	201	236,140	387,095.82	164	768,133	381,037.18
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	03	CDBG (103)	17,500	.00		52,500	175,000.00	333	175,000	.00
91	10	TRF FROM COCOA CRA (110)	26,439	21,439.92	81	127,195	162,199.60	128	312,279	150,079.40
91	*	TRANSFER FROM	43,939	21,439.92	49	179,695	337,199.60	188	487,279	150,079.40
381	**	INTERFUND TRANSFER	43,939	21,439.92	49	179,695	337,199.60	188	487,279	150,079.40

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
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
382		CONTRIBUTIONS ENTERPRISE								
40	00	CONTRIBUTIONS	650,865	650,865.67	100	3,254,325	3,254,328.35	100	7,810,388	4,556,059.65
40	01	6% PILOFF	114,582	114,582.75	100	572,910	572,913.75	100	1,374,993	802,079.25
40	*	CONTRIBUTIONS	765,447	765,448.42	100	3,827,235	3,827,242.10	100	9,185,381	5,358,138.90
382	**	CONTRIBUTIONS ENTERPRISE	765,447	765,448.42	100	3,827,235	3,827,242.10	100	9,185,381	5,358,138.90
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	220,252	.00		972,500	.00		2,514,258	2,514,258.00
99	*	BALANCE FORWARD	220,252	.00		972,500	.00		2,514,258	2,514,258.00
389	**	NON OPERATING SOURCES	220,252	.00		972,500	.00		2,514,258	2,514,258.00
380	***	OTHER SOURCES(NON-REV)	1,029,638	786,888.34	76	4,979,430	4,164,441.70	84	12,186,918	8,022,476.30
FUND TOTAL		GENERAL FUND	2,828,993	2,707,098.72	96	22,169,259	20,718,641.74	94	42,158,278	21,439,636.26

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

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	2657	2550.00	96	13285	12750.10	96	.00	31895	19144.90	40
11 **	EXECUTIVE SALARIES	2657	2550.00	96	13285	12750.10	96	.00	31895	19144.90	40
12-00	REGULAR SALARIES & WAGES	1083437	899560.62	83	5404504	4652543.86	86	.00	12988701	8336157.14	36
12-06	SALARIES/CONTRACTUAL	2083	350.00	17	10415	5549.25	53	.00	25000	19450.75	22
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	21251	13410.86	63	95788	274580.28	287	.00	244585	29995.28-	112
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1106771	913321.48	83	5510707	4932673.39	90	.00	13258286	8325612.61	37
13-00	OTHER SALARIES & WAGES	59276	41410.99	70	295600	247808.63	84	.00	720013	472204.37	34
13 **	OTHER SALARIES & WAGES	59276	41410.99	70	295600	247808.63	84	.00	720013	472204.37	34
14-00	OVERTIME	33588	40368.68	120	167940	231231.90	138	.00	403121	171889.10	57
14-01	COMP TIME	583	.00	0	2915	.00	0	.00	7000	7000.00	0
14-20	JAG COVID 2020-VD-BX-1270	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	34171	40368.68	118	170855	231231.90	135	.00	410121	178889.10	56
15-00	SPECIAL PAY	28198	27845.75	99	140990	140930.69	100	.00	338400	197469.31	42
15 **	SPECIAL PAY	28198	27845.75	99	140990	140930.69	100	.00	338400	197469.31	42
20-00	CLOTHING/SHOE ALLOWANCE	1810	240.00-	13-	10200	7350.00	72	.00	22870	15520.00	32
20 **	CLOTHING/SHOE ALLOWANCE	1810	240.00-	13-	10200	7350.00	72	.00	22870	15520.00	32
21-00	FICA TAXES	91278	76778.05	84	454994	418299.54	92	.00	1094783	676483.46	38
21 **	FICA TAXES	91278	76778.05	84	454994	418299.54	92	.00	1094783	676483.46	38
22-00	RETIREMENT CONTRIBUTIONS	73342	65649.72	90	366896	335866.33	92	.00	880423	544556.67	38
22-01	FIREFIGHTERS	202168	158499.18	78	1008907	903213.12	90	.00	2424096	1520882.88	37
22-02	STATE CONTRIBUTIONS	4278-	.00	0	29930	.00	0	.00	287532	287532.00	0
22-03	ICMA - CITY MANAGER	1250	.00	0	6250	.00	0	.00	15000	15000.00	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
22 **	RETIREMENT CONTRIBUTIONS	272482	224148.90	82	1411983	1239079.45	88	.00	3607051	2367971.55	34
23-00	LIFE/HEALTH INSURANCE	24724	21403.40	87	124597	103615.08	83	.00	303748	200132.92	34
23-02	LIFE/HEALTH GF RETIREES	38984	25431.71	65	194920	181350.63	93	2673.00	467812	283788.37	39
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	320365	234465.57	73	1601825	1083362.62	68	.00	3844514	2761151.38	28
23-05	HEALTH GF RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH GF RETIREES 100%	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	384073	281300.68	73	1921342	1368328.33	71	2673.00	4616074	3245072.67	30
24-00	WORKER'S COMPENSATION	56578	51622.12	91	281878	272742.39	97	.00	678365	405622.61	40
24 **	WORKER'S COMPENSATION	56578	51622.12	91	281878	272742.39	97	.00	678365	405622.61	40
25-00	UNEMPLOYMENT COMPENSATION	0	.00	0	0	13012.55	0	.00	5000	8012.55-	260
25 **	UNEMPLOYMENT COMPENSATION	0	.00	0	0	13012.55	0	.00	5000	8012.55-	260
27-00	BENEFIT OFFSET	18584	17260.00	93	93356	81218.66	87	.00	223440	142221.34	36
27 **	BENEFIT OFFSET	18584	17260.00	93	93356	81218.66	87	.00	223440	142221.34	36
31-00	PROFESSIONAL SERVICES	48669	10990.21	23	223260	145140.35	65	263634.14	566057	157282.51	72
31-01	LEGAL EXPENSES	37705	27267.56	72	188525	127364.86	68	285721.14	452473	39387.00	91
31-02	MEDICAL SERVICES	4035	4326.66	107	20175	9475.54	47	34710.46	48420	4234.00	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1125	.00	0	5625	13500.00	240	.00	13500	.00	100
31-06	EDA-04-69-07348 GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-11	USDA MANAGE FOREST GRANT	2500	.00	0	12500	12787.20	102	.00	30000	17212.80	43
31-13	FIND BV-C0-20-146 BT RAMP	4546	13285.00	292	18184	19139.00	105	29854.00	50000	1007.00	98
31-14	FIND BV-CO-20-147 DREDGIN	5454	8003.90	147	21816	16291.90	75	33456.10	60000	10252.00	83
31-33	EMPLOYEE HEALTH CENTER	16602	6212.43	37	83010	60229.77	73	137725.23	199238	1283.00	99
31 **	PROFESSIONAL SERVICES	120636	70085.76	58	573095	403928.62	71	785101.07	1419688	230658.31	84

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
32-00	ACCOUNTING & AUDITING	6833	5000.00	73	34165	30000.00	88	42000.00	82000	10000.00	88
32 **	ACCOUNTING & AUDITING	6833	5000.00	73	34165	30000.00	88	42000.00	82000	10000.00	88
34-00	CONTRACT SERVICES	86593	15053.12	17	489586	299669.51	61	499112.68	1081084	282301.81	74
34-02	FDEP-RESILIENCY4190120	0	.00	0	0	.00	0	.00	0	.00	0
34-03	CUSTOMER SERVICE CONTRACT	163833	174870.22	107	819165	694813.80	85	.00	1966000	1271186.20	35
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	18466	12735.83	69	92330	66459.09	72	154370.31	221600	770.60	100
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	268892	202659.17	75	1401081	1060942.40	76	653482.99	3268684	1554258.61	53
39-00	CONTINGENCY	16421	.00	0	113299	.00	0	.00	228258	228258.00	0
39-01	EMS RESTRICTED	0	.00	0	0	.00	0	.00	0	.00	0
39-10	RESERVE CONTINGENCY	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	4447	.00	0	13341	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	20868	.00	0	126640	.00	0	.00	228258	228258.00	0
40-00	TRAVEL & PER DIEM	7382	.00	0	37162	836.93	2	.00	88930	88093.07	1
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	7382	.00	0	37162	836.93	2	.00	88930	88093.07	1
41-00	COMMUNICATION	13361	10628.86	80	70105	61362.96	88	90516.92	163688	11808.12	93
41 **	COMMUNICATION	13361	10628.86	80	70105	61362.96	88	90516.92	163688	11808.12	93
42-00	POSTAGE & FREIGHT	35270	36421.20	103	182698	142644.76	78	259995.86	428904	26263.38	94
42 **	POSTAGE & FREIGHT	35270	36421.20	103	182698	142644.76	78	259995.86	428904	26263.38	94
43-00	ELECTRIC/WATER/SEWER	65538	48028.67	73	327690	196590.30	60	476089.47	786484	113804.23	86
43 **	ELECTRIC/WATER/SEWER	65538	48028.67	73	327690	196590.30	60	476089.47	786484	113804.23	86
44-00	RENTALS AND LEASES	11550	10748.94	93	57751	97604.17	169	30719.18	138649	10325.65	93

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
44 **	RENTALS AND LEASES	11550	10748.94	93	57751	97604.17	169	30719.18	138649	10325.65	93
45-00	INSURANCE	47418	.00	0	237176	247457.32	104	.00	569154	321696.68	44
45 **	INSURANCE	47418	.00	0	237176	247457.32	104	.00	569154	321696.68	44
46-00	REPAIRS & MAINTENANCE	54075	54357.01	101	393904	238524.76	61	127039.24	588183	222619.00	62
46-02	REPAIR/MAINT BUILDING	21891	15710.51	72	109455	49329.23	45	42700.68	262701	170671.09	35
46-03	REPAIR/MAINT-VEHICLES	17657	21308.41	121	190537	100322.55	53	850.00	275556	174383.45	37
46-05	HYDRANT FEES	19246	19210.38	100	96230	96051.90	100	.00	230960	134908.10	42
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	112869	110586.31	98	790126	484228.44	61	170589.92	1357400	702581.64	48
47-00	PRINTING & BINDING	16133	10176.70	63	69072	44006.73	64	95713.18	168419	28699.09	83
47 **	PRINTING & BINDING	16133	10176.70	63	69072	44006.73	64	95713.18	168419	28699.09	83
48-00	PROMOTIONAL ACTIVITIES	3845	1541.22	40	39258	18771.33	48	.00	66225	47453.67	28
48-11	BUSINESS ASSIST. PROGRAM	833	.00	0	4165	.00	0	.00	10000	10000.00	0
48 **	PROMOTIONAL ACTIVITIES	4678	1541.22	33	43423	18771.33	43	.00	76225	57453.67	25
49-00	OTHER CHARGES & OBLIG.	42790	40842.20	95	116081	68880.69	59	142123.67	246034	35029.64	86
49-02	ADVERTISING	231	.00	0	708	1345.00	190	.00	2345	1000.00	57
49-05	BROWNFIELDS REDEV PROG	0	.00	0	0	.00	0	.00	0	.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	5553.47-	0	0	21282.66-	0	.00	0	21282.66	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
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
49-21	PD INVESTIGATIVE FUNDS	1110	.00	0	7218	.00	0	.00	15000	15000.00	0
49 **	OTHER CHARGES & OBLIG.	44547	35288.73	79	126087	48943.03	39	142123.67	268379	77312.30	71
51-00	OFFICE SUPPLIES	3492	1602.90	46	17520	7493.25	43	.00	42073	34579.75	18

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
51 **	OFFICE SUPPLIES	3492	1602.90	46	17520	7493.25	43	.00	42073	34579.75	18
52-00	OPERATING SUPPLIES	59434	82705.35	139	289147	420572.99	146	117158.75	705263	167531.26	76
52-02	UNIFORMS	2811	920.00	33	14055	6673.44	48	16834.56	33750	10242.00	70
52-05	EMS 1st RESP-CONSUM SUPP	3803	1715.07	45	19015	14767.95	78	24140.75	45640	6731.30	85
52-07	JANITORIAL SUPPLIES	3072	2513.85	82	15360	10348.43	67	.00	36886	26537.57	28
52-10	HEATING FUEL	247	240.05	97	1235	961.14	78	2006.86	2968	.00	100
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	129-	.00	0	899	3513.00	391	.00	0	3513.00-	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	1385	.00	0	6925	.00	0	.00	16617	16617.00	0
52-22	BULLET PROOF V 2020	3087	.00	0	12348	1171.00	10	32789.00	33960	.00	100
52-30	FUEL, OIL, & LUBRICANTS	16971	14151.30	83	84855	53298.11	63	.00	203709	150410.89	26
52-33	EMPLOYEE HEALTH CENTER	8379	274.46	3	41895	19566.54	47	80981.46	100548	.00	100
52 **	OPERATING SUPPLIES	99060	102520.08	104	485734	530872.60	109	273911.38	1179341	374557.02	68
53-00	ROAD MATERIALS/SUPPLIES	2333	2829.92	121	11665	12682.83	109	5529.32	28000	9787.85	65
53 **	ROAD MATERIALS/SUPPLIES	2333	2829.92	121	11665	12682.83	109	5529.32	28000	9787.85	65
54-00	MEMBERSHIP/PUBLICATIONS	4675	825.00	18	34355	34735.96	101	.00	67163	32427.04	52
54 **	MEMBERSHIP/PUBLICATIONS	4675	825.00	18	34355	34735.96	101	.00	67163	32427.04	52
55-00	TRAINING	15202	3177.67	21	56933	19713.67	35	6000.00	123173	97459.33	21
55-01	EDA PROGRAM	833	3422.00	411	4165	3812.00	92	.00	10000	6188.00	38
55 **	TRAINING	16035	6599.67	41	61098	23525.67	39	6000.00	133173	103647.33	22
56-15	IT-RELATED OPERATING EXP	171083	30043.41	18	908939	415856.57	46	44162.14	2105723	1645704.29	22
56-16	EMS DATA COLLECTION-BEMO	1155	.00	0	5775	.00	0	.00	13865	13865.00	0
56 **	TECHNOLOGY SYSTEMS	172238	30043.41	17	914714	415856.57	46	44162.14	2119588	1659569.29	22
58-97	LABOR	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
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	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	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
62-33	EMPLOYEE HEALTH CENTER	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	36452	292635.05	803	170808	307661.55	180	102667.49	425985	15655.96	96
63-04	FDOT LAP 2020-SIDEWALKS	705	.00	0	2820	78150.62-	2771-	81498.99	7750	4401.63	43
63 **	INFRASTRUCTURE	37157	292635.05	788	173628	229510.93	132	184166.48	433735	20057.59	95
64-00	MACHINERY AND EQUIPMENT	70618	51318.80	73	310258	149508.04	48	514128.44	804602	140965.52	83
64-01	BC EMS GRANT 2020 AWARD	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	5613	.00	0	16839	.00	0	.00	56127	56127.00	0
64-16	FIREHOUSE SUBS-EXTRAC EQ	2765	.00	0	13825	33180.00	240	.00	33180	.00	100
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	78996	51318.80	65	340922	182688.04	54	514128.44	893909	197092.52	78
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 **	DEBT SERVICE - PRINCIPAL	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

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
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	81546	.00	0	407730	978561.00	240	.00	978560	1.00-	100
81 **	AIDS TO GOVT AGENCY	81546	.00	0	407730	978561.00	240	.00	978560	1.00-	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	85000.00-	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	10710	85000.00	794	25218	85000.00	337	.00	100200	15200.00	85
83-10	CARES CRF #107-2020	6082	.00	0	12164	54802.45	451	.00	54741	61.45-	100
83 **	OTHER GRANTS & AIDS	16792	.00	0	37382	139802.45	374	.00	154941	15138.55	90
91-03	CDBG (103)	371	.00	0	1484	4084.00	275	.00	4083	1.00-	100
91-04	BC HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	BUILDING PERMITS	27237	.00	0	136185	326846.00	240	.00	326846	.00	100
91-08	SEC 108 LOAN GUARANTEE	0	.00	0	0	.00	0	.00	0	.00	0
91-10	CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	DIAMOND SQUARE (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	US 1 CORRIDOR (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TRANSFER TO DEBT SVC 201	145475	145578.33	100	727375	727891.65	100	.00	1745706	1017814.35	42
91-21	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 RESTRICTED ASSET 425	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-32	CP 302 RVRFRNT/LEEWNR PK	0	.00	0	0	.00	0	.00	0	.00	0
91-33	CP 303 FISKE BV CMPLT STR	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	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
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	173083	145578.33	84	865044	1058821.65	122	.00	2076635	1017813.35	51
FUND 001	TOTAL *********										
	GENERAL FUND	3517260	2851485.37	81	17731253	15417293.57	87	3776903.02	42158278	22964081.41	46
GRAND	TOTAL *********										
		3517260	2851485.37	81	17731253	15417293.57	87	3776903.02	42158278	22964081.41	46

FY 2021 Budget by Classification Report - Summary Listing

2/28/2021

Target for February 2021 is 44%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 66,526,376		$ 26,505,512	$ 40,020,864	40%
INTERGOVERNMENTAL/GRANTS	$ -		$ -	$ -	0%
MISCELLANEOUS	$ 93,078		$ 57,242	$ 35,836	61%
OTHER SOURCES (NON-REVENUE)	$ 10,898,489		$ 118,122	$ 10,780,367	1%
REVENUE TOTALS	**$ 77,517,943**	**-**	**$ 26,680,876**	**$ 50,837,067**	**34%**
EXPENSE					
SALARIES AND BENEFITS	$ 17,169,162	$ -	$ 5,659,681	$ 11,509,481	33%
OPERATING EXPENDITURES	$ 28,757,199	$ 7,086,130	$ 8,275,148	$ 13,395,921	53%
CAPITAL OUTLAY	$ 3,194,349	$ 1,639,740	$ 460,909	$ 1,093,700	66%
GRANTS, AIDS AND OTHER	$ 28,397,235	$ -	$ 18,219,743	$ 10,177,492	64%
EXPENSE TOTALS	**$ 77,517,943**	**$ 8,725,870**	**$ 32,615,481**	**$ 36,176,594**	53%
REVENUE TOTALS	**$ 77,517,943**	**$ -**	**$ 26,680,876**	**$ 50,837,067**	**34%**
EXPENSE TOTALS	**$ 77,517,943**	**$ 8,725,870**	**$ 32,615,481**	**$ 36,176,594**	**53%**
	$ -	**$ (8,725,870)**	**$ (5,934,605)**	**$ 14,660,473**	

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
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
	03 *	IMPACT FEES	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
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								
	31 00	WATER SALES	4,711,112	4,220,555.34	90	23,555,560	21,903,374.41	93	56,533,349	34,629,974.59
	33 00	WATER CONNECTION FEE	44,592	36,878.32	83	222,960	212,658.40	95	535,105	322,446.60
	33 *	WATER CONNECTION FEE	44,592	36,878.32	83	222,960	212,658.40	95	535,105	322,446.60
	36 00	WATER HYDRANT FEES	249,222	299,890.66	120	1,246,110	1,510,966.46	121	2,990,667	1,479,700.54
	39 06	HYDRANT RESID FLOW TEST	133	1,000.00	752	665	3,600.00	541	1,600	2,000.00-
	39 07	BACKFLOW DEVICE TEST	12,083	17,950.81	149	60,415	89,043.57	147	145,000	55,956.43
	39 08	JUMPER METERS	58	150.00	259	290	650.00	224	700	50.00
	39 09	PLAN REVIEW/CONST INSPECT	1,000	3,000.00	300	5,000	14,500.00	290	12,000	2,500.00-
	39 10	BACKFLOW PRV/RLCT TEMP	41	255.42	623	205	577.10	282	500	77.10-
	39 *	WATER OTHER INCOME	13,315	22,356.23	168	66,575	108,370.67	163	159,800	51,429.33
	51 00	SEWER SALES	491,570	477,895.86	97	2,457,850	2,606,457.66	106	5,898,843	3,292,385.34
	51 *	SEWER SALES	491,570	477,895.86	97	2,457,850	2,606,457.66	106	5,898,843	3,292,385.34
	59 01	GREASE TRAP PERMITS	516	765.61	148	2,580	3,504.00	136	6,200	2,696.00
	60 00	REUSE WATER SALES	32,951	29,194.92	89	164,755	147,375.43	90	395,412	248,036.57
	60 01	REUSE WATER INSTALLATION	583	1,142.02	196	2,915	12,804.55	439	7,000	5,804.55-
	60 *	REUSE WATER SALES	33,534	30,336.94	91	167,670	160,179.98	96	402,412	242,232.02

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
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
343	**	PHYSICAL ENVIRONMENT	5,543,861	5,088,678.96	92	27,719,305	26,505,511.58	96	66,526,376	40,020,864.42
340	***	CHARGES FOR SERVICES	5,543,861	5,088,678.96	92	27,719,305	26,505,511.58	96	66,526,376	40,020,864.42
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	1,666	8,848.35	531	8,330	44,602.60	535	20,000	24,602.60-
10	02	INVESTMENT INTEREST	1,250	48.14	4	6,250	379.03	6	15,000	14,620.97
10	11	INTEREST/CBOS	416	.00		2,080	.00		5,000	5,000.00
10	*	INTEREST	3,332	8,896.49	267	16,660	44,981.63	270	40,000	4,981.63-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	3,332	8,896.49	267	16,660	44,981.63	270	40,000	4,981.63-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
362	**	RENT AND ROYALTIES	108	.00		540	1,300.00	241	1,300	.00
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	250	.00		1,250	2,537.75	203	3,000	462.25
365	**	SALE SURPLUS MTRLS &SCRAP	250	.00		1,250	2,537.75	203	3,000	462.25
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,064	800.00	20	20,320	8,422.73	42	48,778	40,355.27
90	*	OTHER MISC REVENUES	4,064	800.00	20	20,320	8,422.73	42	48,778	40,355.27
369	**	OTHER MISC REVENUES	4,064	800.00	20	20,320	8,422.73	42	48,778	40,355.27
360	***	MISCELLANEOUS REVENUES	7,754	9,696.49	125	38,770	57,242.11	148	93,078	35,835.89
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
81	00	CONTRIBUTION LIFT STATION	0	.00		0	48,575.00		0	48,575.00-
82	00	CONTRIBUTION S MAINLAND	0	.00		0	1,775.96		0	1,775.96-
83	00	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
83	*	CONTRIBUTION VIERA	0	.00		0	67,770.86		0	67,770.86-
99	50	FUND BAL-APPROP. RESERVES	932,601	.00		4,370,282	.00		10,898,489	10,898,489.00
99	*	BALANCE FORWARD	932,601	.00		4,370,282	.00		10,898,489	10,898,489.00
389	**	NON OPERATING SOURCES	932,601	.00		4,370,282	118,121.82	3	10,898,489	10,780,367.18
380	***	OTHER SOURCES(NON-REV)	932,601	.00		4,370,282	118,121.82	3	10,898,489	10,780,367.18
FUND TOTAL		WATER/SEWER FUND	6,484,216	5,098,375.45	79	32,128,357	26,680,875.51	83	77,517,943	50,837,067.49

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320		OTHER PERMITS & FEES								
325		SPECIAL ASSESSMENT								
23	01	CHARGES FOR PUBLIC SVCS	0	38,178.53		1,661,269	1,542,078.17	93	1,661,269	119,190.83
23	03	PENALTIES	0	.00		0	45.99		0	45.99-
23	04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
23	*	STORMWATER	0	38,178.53		1,661,269	1,542,124.16	93	1,811,269	269,144.84
325	**	SPECIAL ASSESSMENT	0	38,178.53		1,661,269	1,542,124.16	93	1,811,269	269,144.84
320	***	OTHER PERMITS & FEES	0	38,178.53		1,661,269	1,542,124.16	93	1,811,269	269,144.84
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
91	00	STORMWATER FEES	0	14.28		0	804.61-		0	804.61
91	*	STORMWATER FEES	0	14.28		0	804.61-		0	804.61
343	**	PHYSICAL ENVIRONMENT	0	14.28		0	804.61-		0	804.61
340	***	CHARGES FOR SERVICES	0	14.28		0	804.61-		0	804.61
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	745.49		0	2,954.92		0	2,954.92-
10	10	SBA	0	.46		0	3.41		0	3.41-
10	*	INTEREST	0	745.95		0	2,958.33		0	2,958.33-
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	0	745.95		0	2,958.33		0	2,958.33-
364		DISPOSITION FIXED ASSETS								

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	745.95		0	2,958.33		0	2,958.33-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	13,828	.00		41,484	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		41,484	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		41,484	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		41,484	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	13,828	38,938.76	282	1,702,753	1,544,277.88	91	1,949,546	405,268.12

CITY OF COCOA, FLORIDA

FUND 110 CRA COCOA RDA

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								
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
00	00	SHARED REVENUE LOCAL UNIT	0	.00		1,471,623	1,398,502.00	95	1,471,623	73,121.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		1,471,623	1,398,502.00	95	1,471,623	73,121.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		1,471,623	1,398,502.00	95	1,471,623	73,121.00
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	0	1,311.40		0	6,007.94		0	6,007.94-
361	**	INTEREST & OTHER EARNINGS	0	1,311.40		0	6,007.94		0	6,007.94-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	3,520	3,545.00	101	17,600	17,139.50	97	42,248	25,108.50
362	**	RENT AND ROYALTIES	3,520	3,545.00	101	17,600	17,139.50	97	42,248	25,108.50
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	3,520	4,856.40	138	17,600	23,147.44	132	42,248	19,100.56
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
384		DEBT PROCEEDS								
384	**	DEBT PROCEEDS	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	9,629	.00		38,516	.00		105,921	105,921.00
99	*	BALANCE FORWARD	9,629	.00		38,516	.00		105,921	105,921.00
389	**	NON OPERATING SOURCES	9,629	.00		38,516	.00		105,921	105,921.00

CITY OF COCOA, FLORIDA

FUND 110 CRA COCOA RDA

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
380		OTHER SOURCES(NON-REV)								
389		NON OPERATING SOURCES								
380	***	OTHER SOURCES(NON-REV)	9,629	.00		38,516	.00		105,921	105,921.00
FUND TOTAL CRA COCOA RDA			13,149	4,856.40	37	1,527,739	1,421,649.44	93	1,619,792	198,142.56

CITY OF COCOA, FLORIDA

FUND 111 CRA DIAMOND SQUARE 626

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330	INTERGOVERNMENTAL REVENUE								
338	SHARED REVENUE LOCAL UNIT								
00 00	SHARED REVENUE LOCAL UNIT	0	.00		317,017	288,325.00	91	317,017	28,692.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		317,017	288,325.00	91	317,017	28,692.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		317,017	288,325.00	91	317,017	28,692.00
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	225.25		0	932.71		0	932.71-
361 **	INTEREST & OTHER EARNINGS	0	225.25		0	932.71		0	932.71-
360 ***	MISCELLANEOUS REVENUES	0	225.25		0	932.71		0	932.71-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 *	BALANCE FORWARD	0	.00		0	.00		0	.00
389 **	NON OPERATING SOURCES	0	.00		0	.00		0	.00
380 ***	OTHER SOURCES(NON-REV)	0	.00		0	.00		0	.00
FUND TOTAL	CRA DIAMOND SQUARE 626	0	225.25		317,017	289,257.71	91	317,017	27,759.29

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

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
12-00	REGULAR SALARIES & WAGES	782468	581401.45	74	3912340	2979276.73	76	.00	9389659	6410382.27	32
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9323	670.77	7	39961	99876.26	250	.00	105240	5363.74	95
12 **	REGULAR SALARIES & WAGES	791791	582072.22	74	3952301	3079152.99	78	.00	9494899	6415746.01	32
13-00	OTHER SALARIES & WAGES	60584	48384.23	80	302920	253155.89	84	.00	727064	473908.11	35
13 **	OTHER SALARIES & WAGES	60584	48384.23	80	302920	253155.89	84	.00	727064	473908.11	35
14-00	OVERTIME	57644	49562.38	86	288220	280438.50	97	.00	691762	411323.50	41
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	57644	49562.38	86	288220	280438.50	97	.00	691762	411323.50	41
15-00	SPECIAL PAY	150	150.00	100	750	750.00	100	.00	1800	1050.00	42
15 **	SPECIAL PAY	150	150.00	100	750	750.00	100	.00	1800	1050.00	42
20-00	CLOTHING/SHOE ALLOWANCE	2107	120.00	6	10295	18015.00	175	.00	20870	2855.00	86
20 **	CLOTHING/SHOE ALLOWANCE	2107	120.00	6	10295	18015.00	175	.00	20870	2855.00	86
21-00	FICA TAXES	68281	50871.04	75	340895	271927.63	80	.00	818898	546970.37	33
21 **	FICA TAXES	68281	50871.04	75	340895	271927.63	80	.00	818898	546970.37	33
22-00	RETIREMENT CONTRIBUTIONS	97490	74150.34	76	698042	604682.24	87	.00	1388749	784066.76	44
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	97490	74150.34	76	698042	604682.24	87	.00	1388749	784066.76	44
23-00	LIFE/HEALTH INSURANCE	20968	15666.86	75	104840	73090.54	70	.00	251635	178544.46	29
23-02	LIFE/HEALTH RETIREES	14381	10258.62	71	71905	68820.64	96	.00	172579	103758.36	40
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	242637	161680.33	67	1213185	762286.95	63	.00	2911682	2149395.05	26
23-05	HEALTH RETIREES 50%	0	.00	0	0	.00	0	.00	0	.00	0
23-06	HEALTH RETIREES 100%	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

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 **	LIFE/HEALTH INSURANCE	277986	187605.81	68	1389930	904198.13	65	.00	3335896	2431697.87	27
24-00	WORKER'S COMPENSATION	44432	35551.68	80	221954	191009.22	86	.00	533024	342014.78	36
24 **	WORKER'S COMPENSATION	44432	35551.68	80	221954	191009.22	86	.00	533024	342014.78	36
25-00	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	4129.77	199	.00	5000	870.23	83
25 **	UNEMPLOYMENT COMPENSATION	416	.00	0	2080	4129.77	199	.00	5000	870.23	83
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	12600	11200.00	89	63000	52221.64	83	.00	151200	98978.36	35
27 **	BENEFIT OFFSET	12600	11200.00	89	63000	52221.64	83	.00	151200	98978.36	35
31-00	PROFESSIONAL SERVICES	167098	9207.00	6	825830	73363.69	9	125373.72	1995529	1796791.59	10
31-01	LEGAL EXPENSES	45636	23016.43	50	227960	45931.89	20	41489.49	547421	459999.62	16
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	134209	50795.90	38	668192	189135.93	28	1499267.41	1607667	80736.34-	105
31-33	EMPLOYEE HEALTH CENTER	11865	4468.59	38	59325	43323.24	73	99065.76	142389	.00	100
31 **	PROFESSIONAL SERVICES	358808	87487.92	24	1781307	351754.75	20	1765196.38	4293006	2176054.87	49
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	103303	18051.81	18	516222	92707.77	18	341552.50	1239377	805116.73	35
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	548813	548814.00	100	2744065	2744070.00	100	.00	6585764	3841694.00	42
34 **	CONTRACT SERVICES	652116	566865.81	87	3260287	2836777.77	87	341552.50	7825141	4646810.73	41
39-00	CONTINGENCY	4690	.00	0	282334	.00	0	.00	315170	315170.00	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	4690	.00	0	282334	.00	0	.00	315170	315170.00	0

FUND 421 WATER/SEWER FUND ELE OBJ ACCOUNT DESCRIPTION	MONTH-TO-DATE BUDGET	MONTH-TO-DATE ACTUAL	MONTH-TO-DATE %EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
40-00 TRAVEL AND PER DIEM	1440	.00	0	7200	1441.00	20	.00	17308	15867.00	8
40-01 CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 ** TRAVEL AND PER DIEM	1440	.00	0	7200	1441.00	20	.00	17308	15867.00	8
41-00 COMMUNICATION	17926	32964.88	184	85073	96233.53	113	95157.67	210577	19185.80	91
41 ** COMMUNICATION	17926	32964.88	184	85073	96233.53	113	95157.67	210577	19185.80	91
42-00 FREIGHT & POSTAGE SERVICE	2038	115.49	6	10190	712.22	7	.00	24490	23777.78	3
42 ** FREIGHT & POSTAGE SERVICE	2038	115.49	6	10190	712.22	7	.00	24490	23777.78	3
43-00 ELECTRIC/WATER/SEWER	203200	124324.93	61	1016000	527971.50	52	1446296.27	2438430	464162.23	81
43 ** ELECTRIC/WATER/SEWER	203200	124324.93	61	1016000	527971.50	52	1446296.27	2438430	464162.23	81
44-00 RENTAL AND LEASES	3519	1354.39	39	17595	7525.49	43	2800.00	42250	31924.51	24
44 ** RENTAL AND LEASES	3519	1354.39	39	17595	7525.49	43	2800.00	42250	31924.51	24
45-00 INSURANCE	38000	.00	0	288022	266559.15	93	.00	557551	290991.85	48
45 ** INSURANCE	38000	.00	0	288022	266559.15	93	.00	557551	290991.85	48
46-00 REPAIRS & MAINTENANCE	600647	555379.26	93	2887535	1990984.08	69	854122.80	7092085	4246978.12	40
46-02 REPAIR/MAINT BUILDING	22794	1139.26	5	127883	9133.21	7	3241.00	287465	275090.79	4
46-03 REPAIR/MAINT-VEHICLES	20267	10620.52	52	101335	45848.79	45	18500.00	243232	178883.21	27
46-15 INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 ** REPAIRS & MAINTENANCE	643708	567139.04	88	3116753	2045966.08	66	875863.80	7622782	4700952.12	38
47-00 PRINTING & BINDING	603	3038.20	504	3015	3086.20	102	1080.00	7280	3113.80	57
47 ** PRINTING & BINDING	603	3038.20	504	3015	3086.20	102	1080.00	7280	3113.80	57
48-00 PROMOTIONAL ACTIVITIES	1666	450.00	27	8330	1300.00	16	.00	20000	18700.00	7
48 ** PROMOTIONAL ACTIVITIES	1666	450.00	27	8330	1300.00	16	.00	20000	18700.00	7
49-00 OTHER CHARGES & OBLIG.	3948	19865.09	503	18873	35106.75	186	1200.00	46550	10243.25	78
49-02 ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07 BAD DEBT EXPENSE	0	6924.55-	0	0	30633.92-	0	.00	0	30633.92	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
49-08	CASH OVER & UNDER	0	16.34	0	0	93.87	0	.00	0	93.87-	0
49-09	DOCUMENT RECORDING CHGS	250	660.00-	264-	1250	2920.00-	234-	.00	3000	5920.00	97-
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 **	OTHER CHARGES & OBLIG.	4198	12296.88	293	20123	1646.70	8	1200.00	49550	46703.30	6
51-00	OFFICE SUPPLIES	1813	1175.36	65	9065	3209.43	35	.00	21802	18592.57	15
51 **	OFFICE SUPPLIES	1813	1175.36	65	9065	3209.43	35	.00	21802	18592.57	15
52-00	OPERATING SUPPLIES	51286	79013.57	154	255551	275352.66	108	164678.84	614601	174569.50	72
52-07	JANITORIAL SUPPLIES	769	501.78	65	3845	1287.40	34	.00	9240	7952.60	14
52-09	CHEMICALS	317982	339103.07	107	1589910	1549708.40	98	2185177.84	3815792	80905.76	98
52-30	FUEL OIL & LUBRICANTS	25618	9485.71	37	128090	46102.54	36	71182.64	307446	190160.82	38
52-33	EMPLOYEE HEALTH CENTER	6027	197.42	3	30135	14074.14	47	58249.86	72324	.00	100
52 **	OPERATING SUPPLIES	401682	428301.55	107	2007531	1886525.14	94	2479289.18	4819403	453588.68	91
53-00	ROAD MATERIALS/SUPPLIES	2498	.00	0	12490	139.30	1	20048.28	30000	9812.42	67
53 **	ROAD MATERIALS/SUPPLIES	2498	.00	0	12490	139.30	1	20048.28	30000	9812.42	67
54-00	MEMBERSHIP/PUBLICATIONS	3241	420.00	13	16205	33249.96	205	.00	38923	5673.04	85
54 **	MEMBERSHIP/PUBLICATIONS	3241	420.00	13	16205	33249.96	205	.00	38923	5673.04	85
55-00	TRAINING	8238	1222.00	15	40692	9600.53	24	8450.00	98399	80348.47	18
55-01	EDA PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	8238	1222.00	15	40692	9600.53	24	8450.00	98399	80348.47	18
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	24883	2948.48	12	155099	201448.92	130	49196.36	325137	74491.72	77
56 **	TECHNOLOGY SYSTEMS	24883	2948.48	12	155099	201448.92	130	49196.36	325137	74491.72	77
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

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
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	204802	43532.45	21	694541	154923.70	22	1111438.60	2128185	861822.70	60
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	204802	43532.45	21	694541	154923.70	22	1111438.60	2128185	861822.70	60
64-00	MACHINERY & EQUIPMENT	80246	.00	0	364424	305984.84	84	528301.00	926164	91878.16	90
64-15	IT HARDWARE	11043	.00	0	58203	.00	0	.00	140000	140000.00	0
64 **	MACHINERY & EQUIPMENT	91289	.00	0	422627	305984.84	72	528301.00	1066164	231878.16	78
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
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	PROPRIETARY FUNDS ONLY	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	0	3000.00-	0	75000	71200.00	95	.00	75000	3800.00	95
73 **	OTHER DEBT SERVICE COST	0	3000.00-	0	75000	71200.00	95	.00	75000	3800.00	95
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	TRANSFER TO GEN FUND 001	661062	650865.67	99	3274719	3254328.35	99	.00	7902158	4647829.65	41
91-23	TO STORMWATER 423	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	957073	.00	0	4785365	11484879.00	240	.00	11484879	.00	100
91-25	TO RESTRICTED ASSET 425	629917	511409.60	81	3149585	2836421.44	90	.00	7559005	4722583.56	38

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
91-26	WS CPTL PROJ 2018B 426	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJECT 427	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND 424	0	.00	0	0	.00	0	.00	0	.00	0
91-52	SELF INSURANCE FUND 520	0	.00	0	0	.00	0	.00	0	.00	0
91-53	HEALTH INSURANCE FUND 530	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	2248052	1162275.27	52	11209669	17575628.79	157	.00	26946042	9370413.21	65
95-01	6% ILO FRANCHISE FEE	114582	114582.75	100	572910	572913.75	100	.00	1374993	802079.25	42
95 **	NONOPERATING	114582	114582.75	100	572910	572913.75	100	.00	1374993	802079.25	42
FUND 421	TOTAL *********										
	WATER/SEWER FUND	6446573	4187163.10	65	32382945	32615479.76	101	8725870.04	77517945	36176595.20	53
GRAND	TOTAL *********										
		6446573	4187163.10	65	32382945	32615479.76	101	8725870.04	77517945	36176595.20	53

FY 2021 Budget by Classification Report - Summary Listing

2/28/2021

Target for February 2021 is 44%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 1,811,269		$ 1,542,124	$ 269,145	85%
CHARGES FOR SERVICES	$ -		$ (805)	$ 805	100%
INTERGOVERNMENTAL/GRANT				$ -	0%
MISCELLANEOUS	$ -		$ 2,958	$ (2,958)	100%
OTHER SOURCES (NON-REVENUE)	$ 138,277		$ -	$ 138,277	0%
REVENUE TOTALS	**$ 1,949,546**	**-**	**$ 1,544,278**	**$ 405,268**	**79%**
EXPENSE					
SALARIES AND BENEFITS	$ 576,104	$ -	$ 199,168	$ 376,936	35%
OPERATING EXPENDITURES	$ 819,005	$ 54,596	$ 246,098	$ 518,311	37%
CAPITAL OUTLAY	$ 554,437	$ 292,363	$ 8,079	$ 253,995	54%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	
EXPENSE TOTALS	**$ 1,949,546**	**$ 346,959**	**$ 453,345**	**$ 1,149,242**	**41%**
REVENUE TOTALS	**$ 1,949,546**	**$ -**	**$ 1,544,278**	**$ 405,268**	**79%**
EXPENSE TOTALS	**$ 1,949,546**	**$ 346,959**	**$ 453,345**	**$ 1,149,242**	**41%**
	$ -	**$ (346,959)**	**$ 1,090,933**	**$ (743,974)**	

*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	CHARGES FOR PUBLIC SVCS	0	38,178.53		1,661,269	1,542,078.17	93	1,661,269	119,190.83
23 03	PENALTIES	0	.00		0	45.99		0	45.99-
23 04	TAX CERTIFICATES	0	.00		0	.00		150,000	150,000.00
23 *	STORMWATER	0	38,178.53		1,661,269	1,542,124.16	93	1,811,269	269,144.84
325 **	SPECIAL ASSESSMENT	0	38,178.53		1,661,269	1,542,124.16	93	1,811,269	269,144.84
320 ***	OTHER PERMITS & FEES	0	38,178.53		1,661,269	1,542,124.16	93	1,811,269	269,144.84
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	14.28		0	804.61-		0	804.61
91 *	STORMWATER FEES	0	14.28		0	804.61-		0	804.61
343 **	PHYSICAL ENVIRONMENT	0	14.28		0	804.61-		0	804.61
340 ***	CHARGES FOR SERVICES	0	14.28		0	804.61-		0	804.61
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	745.49		0	2,954.92		0	2,954.92-
10 10	SBA	0	.46		0	3.41		0	3.41-
10 *	INTEREST	0	745.95		0	2,958.33		0	2,958.33-
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	0	745.95		0	2,958.33		0	2,958.33-
364	DISPOSITION FIXED ASSETS								

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360		MISCELLANEOUS REVENUES								
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
369	**	OTHER MISC REVENUES	0	.00		0	.00		0	.00
360	***	MISCELLANEOUS REVENUES	0	745.95		0	2,958.33		0	2,958.33-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	50	FUND BAL-APPROP. RESERVES	13,828	.00		41,484	.00		138,277	138,277.00
99	*	BALANCE FORWARD	13,828	.00		41,484	.00		138,277	138,277.00
389	**	NON OPERATING SOURCES	13,828	.00		41,484	.00		138,277	138,277.00
380	***	OTHER SOURCES(NON-REV)	13,828	.00		41,484	.00		138,277	138,277.00
FUND TOTAL		STORMWATER UTILITY	13,828	38,938.76	282	1,702,753	1,544,277.88	91	1,949,546	405,268.12

REPORT SELECTIONS

Fiscal year . . . . . : 2021
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

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	28787	24524.87	85	143935	121720.17	85	.00	345447	223726.83	35
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	209	99.67	48	836	2403.27	288	.00	2304	99.27-	104
12 **	REGULAR SALARIES & WAGES	28996	24624.54	85	144771	124123.44	86	.00	347751	223627.56	36
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	278	425.69	153	1390	2354.99	169	.00	3341	986.01	71
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	278	425.69	153	1390	2354.99	169	.00	3341	986.01	71
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
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	2206	1878.25	85	11014	9546.11	87	.00	26461	16914.89	36
21 **	FICA TAXES	2206	1878.25	85	11014	9546.11	87	.00	26461	16914.89	36
22-00	RETIREMENT CONTRIBUTIONS	2902	2505.02	86	14507	12449.67	86	.00	34837	22387.33	36
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	2902	2505.02	86	14507	12449.67	86	.00	34837	22387.33	36
23-00	LIFE/HEALTH INSURANCE	624	461.88	74	3120	2126.31	68	.00	7488	5361.69	28
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL/RX SELF INSURED	8475	5923.16	70	42375	27268.92	64	.00	101710	74441.08	27
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	LIFE/HEALTH INSURANCE	9099	6385.04	70	45495	29395.23	65	.00	109198	79802.77	27
24-00	WORKER'S COMPENSATION	4094	3687.83	90	20449	18856.88	92	.00	49116	30259.12	38
24 **	WORKER'S COMPENSATION	4094	3687.83	90	20449	18856.88	92	.00	49116	30259.12	38

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
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	400.00	100	2000	1841.56	92	.00	4800	2958.44	38
27 **	BENEFIT OFFSET	400	400.00	100	2000	1841.56	92	.00	4800	2958.44	38
31-00	PROFESSIONAL SERVICES	8408	9172.44	109	42040	9768.39	23	17742.46	100901	73390.15	27
31-01	LEGAL EXPENSES	41	.00	0	205	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	579	217.98	38	2895	2113.33	73	4832.67	6946	.00	100
31 **	PROFESSIONAL SERVICES	9028	9390.42	104	45140	11881.72	26	22575.13	108347	73890.15	32
34-00	CONTRACT SERVICES	4214	124.79	3	15474	32361.18	209	4359.49	44979	8258.33	82
34-10	COST OF GENERAL FUND SVCS	14597	14897.00	102	78581	74485.00	95	.00	180770	106285.00	41
34 **	CONTRACT SERVICES	18811	15021.79	80	94055	106846.18	114	4359.49	225749	114543.33	49
39-00	CONTINGENCY	19088	.00	0	99514	.00	0	.00	233133	233133.00	0
39 **	CONTINGENCY	19088	.00	0	99514	.00	0	.00	233133	233133.00	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	186	160.65	86	930	789.78	85	1442.22	2232	.00	100
41 **	COMMUNICATION	186	160.65	86	930	789.78	85	1442.22	2232	.00	100
42-00	POSTAGE & FREIGHT	41	96.33	235	205	104.53	51	.00	500	395.47	21
42 **	POSTAGE & FREIGHT	41	96.33	235	205	104.53	51	.00	500	395.47	21
43-00	ELECTRIC/WATER/SEWER	1520	942.29	62	7600	3768.48	50	11823.73	18240	2647.79	86
43 **	ELECTRIC/WATER/SEWER	1520	942.29	62	7600	3768.48	50	11823.73	18240	2647.79	86
44-00	RENTALS AND LEASES	208	.00	0	1040	250.00	24	.00	2500	2250.00	10
44 **	RENTALS AND LEASES	208	.00	0	1040	250.00	24	.00	2500	2250.00	10
45-00	INSURANCE	819	.00	0	4095	5754.04	141	.00	9828	4073.96	59
45 **	INSURANCE	819	.00	0	4095	5754.04	141	.00	9828	4073.96	59

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
46-00	REPAIRS & MAINTENANCE	11874	7101.77	60	50954	102944.09	202	9570.39	134076	21561.52	84
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3700	4602.70	124	18500	7946.37	43	.00	44400	36453.63	18
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	15574	11704.47	75	69454	110890.46	160	9570.39	178476	58015.15	68
47-00	PRINTING & BINDING	83	.00	0	415	.00	0	.00	1000	1000.00	0
47 **	PRINTING & BINDING	83	.00	0	415	.00	0	.00	1000	1000.00	0
49-00	OTHER CHARGES & OBLIG.	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	340.23-	0	0	1157.41-	0	.00	0	1157.41	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	0	340.23-	0	0	1157.41-	0	.00	0	1157.41	0
51-00	OFFICE SUPPLIES	41	30.98	76	205	30.98	15	.00	500	469.02	6
51 **	OFFICE SUPPLIES	41	30.98	76	205	30.98	15	.00	500	469.02	6
52-00	OPERATING SUPPLIES	1062	904.41	85	5310	2075.77	39	1983.91	12751	8691.32	32
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	602	887.75	148	3010	3152.47	105	.00	7224	4071.53	44
52-33	EMPLOYEE HEALTH CENTER	294	9.64	3	1470	686.57	47	2841.43	3528	.00	100
52 **	OPERATING SUPPLIES	1958	1801.80	92	9790	5914.81	60	4825.34	23503	12762.85	46
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	165.00	53	.00	750	585.00	22
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	310	165.00	53	.00	750	585.00	22
55-00	TRAINING	312	219.00	70	1560	859.50	55	.00	3750	2890.50	23
55 **	TRAINING	312	219.00	70	1560	859.50	55	.00	3750	2890.50	23
56-15	IT-RELATED OPERATING EXP	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
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.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	28431	.00	0	137514	8078.50	6	72790.67	336534	255664.83	24
63 **	INFRASTRUCTURE	28431	.00	0	137514	8078.50	6	72790.67	336534	255664.83	24
64-00	MACHINERY & EQUIPMENT	19074	.00	0	92032	.00	0	219572.50	225550	5977.50	97
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	19074	.00	0	92032	.00	0	219572.50	225550	5977.50	97
69-99	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
69 **	CONTRA FIXED ASSET	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	TRANSFER TO GEN FUND 001	0	.00	0	0	.00	0	.00	0	.00	0
91-21	WATER SEWER 421	0	.00	0	0	.00	0	.00	0	.00	0
91-30	GF CAPITAL PROJECTS 301	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	163498	78933.87	48	804920	453344.45	56	346959.47	1949546	1149242.08	41
GRAND	TOTAL *********										
		163498	78933.87	48	804920	453344.45	56	346959.47	1949546	1149242.08	41

Legislation Details (With Text)

File #:	21-244	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	3/17/2021			**In control:**	City Council
On agenda:	3/23/2021			**Final action:**	
Title:	Space Coast TPO Project Priority Entry and Listings. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021 SCTPO Pending Projects List.xlsx Rosa L Jones Roundabout SCTPO-2021-Project-Application.doc Rosa L Jones Roundabout FDOT-2021 APPLICATION.docx Future Projects List.docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: March 17, 2021
Agenda Date: March 23, 2021
Prepared By: Abigail Morgan, P.E., Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
No Action Required. Informational Only.

BACKGROUND:

On March 15, 2021, the Public Works Department applied the SCTPO and FDOT Project Priorities List for the Rosa L Jones Roundabout Project. The intersection at Rosa L Jones Blvd., John Garren Ln., Brevard Ave. and Oak St. is in a high pedestrian traffic area in the biggest tourist attraction in Cocoa known as Cocoa Village. It has a triangle-shaped median and parking area in a square odd-shaped intersection. Since 2014, according to Signal Four Analytics, there have been five crashes at this intersection. Two of those crashes were head-on crashes. Roundabouts are increasingly becoming more popular due to the benefits that they provide. These benefits include dramatic reductions in serious injury and fatality crashes. There will be fewer pedestrian/bicycle crashes with the installation of a roundabout here.

Below is a table with the Space Coast TPO Long Range Transportation Plan, Transportation Improvement Plan and Pedestrian and Bike Improvements Plan Projects in the City of Cocoa.

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Long Range Transportation Plan						
Facility	**From**	**To**	**Project**	**2016-2020**	**2021-2025**	
SR 528 Beachline						
Widening PD&E St	SR520	SR 524 (Industry Road	Add Lanes & Recon	PD&E $5.3M		
SR 501	Michigan Avenue	Industry Road	PD&E/EMO Study	PE $2.55 M	ROW $5.26M	
SR 524	South Friday Rd	Industry Road	Widen to 4 Lanes		PE $3.24M; ROW $4.49; C	

Transportation Improvement Plan						
Facility	**From**	**To**	**Project Type**	**Proposed Phase**	**FY**	**Cost**
SR 519 Fiske	Rosa L Jones	SR 520	Curb & Gutter/Cor Street	Design	2021	$250,00

Pedestrian and Bike Improvements Plan						
Facility	**From**	**To**	**Project Type**	**Proposed Phase**	**FY**	**Cost**
Michigan Avenue	Clearlake Road	US 1	Bike/Ped	Design	2022	$85,000

STRATEGIC PLAN CONNECTION:

Policy 2.1.8.1 of the City of Cocoa Comprehensive Plan: The City shall continuously coordinate with local, TPO, regional and state plans to accomplish interlocal solutions to the transportation needs and problems of the City.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

No Action Required. Informational Only.

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