



**Agenda
City of Cocoa
Regular Meeting**

**April 8, 2025
6:00 PM**

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 April 8, 2025.
2. Minutes: Regular Meeting of February 11, 2025.
3. Minutes: Special Meeting of February 18, 2025.

III. Awards and Presentations:

1. Recognize April 13-19, 2025 as National Public Safety Telecommunicators Week.
2. Proclamation recognizing the support of Tax-Exempt Municipal Bonds
3. Proclamation recognizing the month of April as Fair Housing Month.
4. Employee recognition presentation of Ron Scherfel, Field Service Representative in Field Services/Finance.

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes

while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. To Approve Task Order 2023-31 Amendment 1 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design and permitting of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW).
2. Approve a Budget Transfer for FY25, BAF # 25-052-T, by Transferring Funds from 421-4020-536.52-09 (Chemicals) to 421-4020-536.46-00 (Repairs and Maintenance) to keep Accounts solvent due to Unexpected Repairs to High Service Pumps. Authorize a change order of \$60,000 to the existing purchase order to Stewart Electric Motor Works, Inc piggybacking Brevard County contract 22-23-154-AG for a total amount of \$105,000.
3. Announcement of Councilmember Hearn and Councilmember Goins to Attend the Florida League of Cities Legislative Action Days from March 23- March 26, 2025.

VI. Public Hearings:

VII. Council Business:

1. Request Council authorization for the City Manager to engage the Brevard County Manager and Brevard County Board of County Commissioners to extend the sunset date of the Diamond Square Community Redevelopment Agency to 2041. Request Council authorization for the City Manager to engage the Brevard County Manager and Brevard County Board of County Commissioners to remove the cap of \$150,000 in County Tax Increment Funds (TIF) imposed on the Diamond Square Community Redevelopment Agency through an Interlocal Agreement that was approved in 2020.
2. Request City Council approval of changes to the Agenda Due Dates and Publishing Dates and Direct the City Attorney and City Manager to prepare for the Council's consideration changes to the City Council's Rules of Procedure.
3. Consider approval of the creation of a city-wide beautification grant, modeled after the Diamond Square program, to enhance the aesthetic appeal of the City's community.
4. Consider the approval of implementing traffic calming measures, including flashing stop signs, pedestrian signs, and reflectors, in areas of concern such as Park Dr. & N. Carolina Ave., N. Georgia Ave. & Bristol Dr., as well as the curve on Bristol Dr.

VIII. City Business:

1. Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024.
2. The applicant (James Carrier) is requesting a reduction of the current Code Enforcement Lien of \$500,910 for the property located at 1208 Cambridge Dr., be reduced to City Cost of \$2,274.72.
3. The applicant (EquiFrist Properties LLC) is requesting a reduction of the current Code Enforcement Lien of \$281,720 for the property located at 1112 Myrtle Lane, be reduced to \$5,000.
4. The applicant (SAI Property Investment Inc.) is requesting a reduction of the current Code Enforcement Lien of \$27,450. for the property located at 1203 Alamanda Lane, be reduced to \$1,000.
5. The applicant (Nicholas Critelli) is requesting a reduction of the current Code Enforcement Lien of \$110,310 for the property located at 1043 Olive Street, be reduced to the City's Cost of \$2,130.53.
6. The applicant (Glendy Barrios) is requesting a reduction of the current Code Enforcement Lien of \$97,030 for the property located at 1043 Olive Street, be reduced to \$3,000.
7. The applicant (Johnny & Lillie Dennis) is requesting a reduction of the current Code Enforcement Lien of \$9,400. for the property located at 1235 Homes Street, be reduced to \$2,500.
8. The applicant (James Yoder) is requesting a reduction of the current Code Enforcement Lien of \$117,550. for the property located at 312 Belmont Drive, be reduced to City Cost in the amount of \$2,587.16
9. The applicant (Realty Gems KC LLC.) is requesting a reduction of the current Code Enforcement Lien of \$14,330. for the property located at 3645 Longbow Road, be reduced to the amount of zero.

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies.
2. Bi-Weekly Report for March 13, 2025 - April 3, 2025.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoaf1.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

1. <https://tinyurl.com/s5e875r> or
2. <https://cocoa.legistar.com/DepartmentDetail.aspx?ID=26365&GUID=FF9D3369D354-4FAB-800A-57D0AEE30153&Mode=MainBody>

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

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoaf1.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.

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-183
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the April 8, 2025 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the April 8, 2025 Regular City Council meeting agenda as written or with amendments.



**Agenda
City of Cocoa
Regular Meeting**

**April 8, 2025
6:00 PM**

65 Stone Street, Cocoa, FL 32922

This Agenda may be Amended up until or at the Meeting

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 April 8, 2025. (2025-183).
2. Minutes: Regular Meeting of February 11, 2025. (2025-184).
3. Minutes: Special Meeting of February 18, 2025. (2025-297).

III. Awards and Presentations:

1. Recognize April 13-19, 2025 as National Public Safety Telecommunicators Week. (2025-249). (Police Chief)
2. Proclamation recognizing the support of Tax-Exempt Municipal Bonds. (2025-325). (Mayor Blake)
3. Proclamation recognizing the month of April as Fair Housing Month. (2025-327). (Deputy Mayor Weeks)
4. Employee recognition presentation of Ron Scherfel, Field Service Representative in Field Services/Finance. (2025-336). (Finance Director)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City (upon any subject of general or public interest), City employees (regarding his/her employment), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. To Approve Task Order 2023-31 Amendment 1 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design and permitting of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW). (2025-219). (Utilities Director)
2. Approve a Budget Transfer for FY25, BAF # 25-052-T, by Transferring Funds from 421-4020-536.52-09 (Chemicals) to 421-4020-536.46-00 (Repairs and Maintenance) to keep Accounts solvent due to Unexpected Repairs to High Service Pumps. Authorize a change order of \$60,000 to the existing purchase order to Stewart Electric Motor Works, Inc piggybacking Brevard County contract 22-23-154-AG for a total amount of \$105,000. (2025-264). (Utilities Director)
3. Announcement of Councilmember Hearn and Councilmember Goins to Attend the Florida League of Cities Legislative Action Days from March 23- March 26, 2025. (2025-272). (Administrative Services Director)

VI. Public Hearings:

VII. Council Business:

1. Request Council authorization for the City Manager to engage the Brevard County Manager and Brevard County Board of County Commissioners to extend the sunset date of the Diamond Square Community Redevelopment Agency to 2041. Request Council authorization for the City Manager to engage the Brevard County Manager and Brevard County Board of County Commissioners to remove the cap of \$150,000 in County Tax Increment Funds (TIF) imposed on the Diamond Square Community Redevelopment Agency through an Interlocal Agreement that was approved in 2020. (2025-215). (Community Services Director)
2. Request City Council approval of changes to the Agenda Due Dates and Publishing Dates and Direct the City Attorney and City Manager to prepare for the Council's consideration changes to the City Council's Rules of Procedure. (2025-338). (City Manager)
3. Consider approval of the creation of a city-wide beautification grant, modeled after the Diamond Square program, to enhance the aesthetic appeal of the City's community. (2025-339). (Councilman Hearn)
4. Consider the approval of implementing traffic calming measures, including flashing stop signs, pedestrian signs, and reflectors, in areas of concern such as Park Dr. & N. Carolina Ave., N. Georgia Ave. & Bristol Dr., as well as the curve on Bristol Drive. (2025-40). (Councilman Hearn)

VIII. City Business:

1. Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024. (2025-322). (Finance Director)

2. The applicant (James Carrier) is requesting a reduction of the current Code Enforcement Lien of \$500,910 for the property located at 1208 Cambridge Dr., be reduced to City Cost of \$2,274.72. (2025-286). (Community Services Director)
3. The applicant (EquiFrist Properties LLC) is requesting a reduction of the current Code Enforcement Lien of \$281,720 for the property located at 1112 Myrtle Lane, be reduced to \$5,000. (2025-287). (Community Services Director)
4. The applicant (SAI Property Investment Inc.) is requesting a reduction of the current Code Enforcement Lien of \$27,450. for the property located at 1203 Alamanda Lane, be reduced to \$1,000. (2025-289). (Community Services Director)
5. The applicant (Nicholas Critelli) is requesting a reduction of the current Code Enforcement Lien of \$110,310 for the property located at 1043 Olive Street, be reduced to the City's Cost of \$2,130.53. (2025-290). (Community Services Director)
6. The applicant (Glendy Barrios) is requesting a reduction of the current Code Enforcement Lien of \$97,030 for the property located at 1043 Olive Street, be reduced to \$3,000. (2025-291). (Community Services Director)
7. The applicant (Johnny & Lillie Dennis) is requesting a reduction of the current Code Enforcement Lien of \$9,400. for the property located at 1235 Homes Street, be reduced to \$2,500. (2025-292). (Community Services Director)
8. The applicant (James Yoder) is requesting a reduction of the current Code Enforcement Lien of \$117,550. for the property located at 312 Belmont Drive, be reduced to City Cost in the amount of \$2,587.16 (2025-293). (Community Services Director)
9. The applicant (Realty Gems KC LLC.) is requesting a reduction of the current Code Enforcement Lien of \$14,330. for the property located at 3645 Longbow Road, be reduced to the amount of zero. (2025-294). (Community Services Director)

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-298). (City Clerk)
2. Bi-Weekly Report for March 13, 2025 - April 3, 2025. (2025-300). (City Manager)

X. Reports:

XI. Adjournment

XII. Notice to the Public:

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This Agenda may be Amended up until or at the Meeting

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-184
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the February 11, 2025 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the February 11, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

February 11, 2025

A Regular City Council Meeting was held on Tuesday, February 11, 2025, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:01 p.m.

Anita Gibson provided the invocation, and the audience led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Patricia Weeks	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Robert Beach, Chief Technology Officer; and Corbin Gilbert, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of February 11, 2025. (2025-54).

- * **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the agenda for the Regular City Council meeting of February 11, 2025 with an amendment to add a Brevard Museum update presentation by Gregg Stoll under Awards and Presentations and to add Council Business item VII.2, to consider approval of a road closure request for Family Promise of Brevard's Big Brunch event on February 22, 2025.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Special Meeting of November 25, 2024. (2025-55).

- * **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to approve the minutes for the Special City Council meeting of November 25, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Minutes: (b) Regular Meeting of December 10, 2024. (2025-109).

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to approve the minutes for the Regular City Council meeting of December 10, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. 922 Crew Presents 2024 Outcomes. (2025-132). (Tara Pagliarini)

Ms. Pagliarini introduced several members from different agencies that have come together to combine their resources to help the community. She talked about their

meetings and shared that their meeting locations rotate so that they are better able to assist the community and see what each agency does. She also talked about how they got their name “922 Crew”.

Ms. Pagliarini shared that she has spoken to the City Manager about asset mapping which, combined with geographical mapping, allows providers to physically see and interact with assets as providers.

She expressed that she wanted everyone to know how hard they are working to meet the needs of the community.

One of the needs they are struggling to meet is getting a crosswalk at Dixon Boulevard and Pineda Street so that more children can get to the Boys and Girls Club from Endeavor Elementary so that they can participate in their after-school programs.

Her second request is to ask if someone from the city could serve as a liaison between their working group and the City so that when a need pops up, such as a crosswalk, they have someone who can help advocate for assistance.

City Manager Whitten shared that because Dixon Boulevard is a County road, the City has had to participate in the project with them. He added that he believes the crosswalk has already been designed and is now a matter of figuring out the funding, but he will follow up on a status.

2. Brevard Museum Update. (Walk-On Item). (Gregg Stoll)

Mr. Stoll provided an update on the Brevard Museum and passed out a brochure. He shared that the museum had over 9,000 visitors in 2024. He also provided an update on information recently shared at their most recent Space Coast TPO meeting.

3. Proclamation: Proclaiming the Month of February, 2025 as “Black History Month”. (2025-112). (Mayor Blake)

Councilmember Koss read the proclamation into the record.

IV. Delegations:

Theresa Clifton, Brevard Humane Society, 1020 Cox Rd., Cocoa, wished to invite the community to Mardi Paws in the Park on Sunday, February 23rd at Riverfront Park. It will be from 10am to 3pm and there will be a pet parade. She invited Council to come out as judges for the pet contest if they are available.

Additionally, they still have state funding available for spay and neuter services if anyone is interested.

Ted Fore, 1700 Freda Trl., Brevard County, shared that he had sent an email to Councilmember Goins prior to the Council meeting. He talked about a feasibility study that was conducted several years ago and the quality of drinking water, specifically in the area of Canaveral Groves, however he does not have any drinking water. He shared that he did some research and shared some of the information that he learned.

Mr. Walsh provided a brief presentation¹ to talk about the property in question, the water station and potential associated costs, and the history of the MOU between the City of Cocoa and Brevard County for the West Canaveral Groves project.

Mr. Walsh talked about the abandoned booster station that was proposed as an idea for a bulk water dispenser at the last Council meeting. He shared information about the site development, an estimate on costs to develop the site and any reoccurring costs.

Lastly, he discussed policy adjustments that would need to be made, including legal liability.

Deputy Mayor Weeks asked Mr. Fore if he is willing to pay the fees to get water hooked up. In response, he agreed.

Deputy Mayor Weeks asked Mr. Walsh what the solution would be. Further discussion was held on how Mr. Fore could get a water tap installed.

Aleck Greenwood, 640 Brevard Ave., Cocoa, talked about 600-800 residential units that are anticipated to be built over the next few years and the kinds of services that will be needed to support the new growth. He shared some ideas and would like Council to consider bringing forth an item to an upcoming meeting.

Lisa McDermott, 2231 Canterbury Ln., Melbourne, and General Manager of Clearlake Liquors, spoke about a property they bought at 1035 King Street in 2023. She shared that they received their zoning verification letter and pursued a liquor license which caused them to have a few setbacks, including a \$450,000 fee to obtain the liquor license. Once they were able to come up with the money, they applied for a business tax receipt with the City of Cocoa and it was denied.

Ms. McDermott asked that Council consider approving a conditional use permit so that they can open their business.

¹ Exhibit A: Exhibit A – Bulk Water Presentation

Mrs. Lanza, 436 Satsuma Dr., Cocoa, spoke about her home and her concerns regarding on-going conflicts with her neighbors.

V. Consent Agenda:

1. To Approve Task Order 2025-12 with Carollo Engineers, Inc. Orlando, Florida, for PLC (Programmable Logic Controller) Replacements at the Jerry Sellers Water Reclamation Facility. Approve a Project Transfer BAF#25-026 in the Amount of \$91,493 for project WS23ML. Approve a Contingency Resolution which is 10% of the of the total project. (2025-56). (Utilities Director)

*****This Item is Confidential per FS 119.0725 and Not for Public Release*****

2. Approve a Resolution Amending the FY2025 Budget, BAF#2025-031A, from the Police Special Education Fund and to Expend \$10,000 on Training. (2025-68). (Police Chief)
3. To Approve Participation in a Cooperative Purchase Agreement Utilizing the Racine County, Wisconsin, OMNIA Partners/Trane Contract #3341 effective September 1, 2022 through August 31, 2027 to Purchase Two (2) Mitsubishi Mini-Split Systems from Trane U.S. Inc., Maitland, Florida, for the Dyal Water Treatment Plant; To Approve a Budget Transfer to the FY2025 Budget, BAF# 25-032-T, to Reallocate Funds to Purchase Replacement HVAC Equipment from Trane. (2025-69). (Utilities Director)

- * **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

VII. Council Business:

1. Consider the Appointment of Jose Pacheco, to Fill One of the Five Vacancies on the Board of Adjustment. (2025-98). (Administrative Services Director)

- * **MOTION by Councilmember Goins; Seconded by Deputy Mayor Weeks to approve the appointment of Jose Pacheco to the Board of Adjustment through May 2027.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the requested 2025 Road Closure Request for Family Promise of Brevard's Big Brunch Event on February 22, 2025. (Walk-On Item). (Communications and Economic Development Director)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

IX. Informational Agenda:

1. Bi-weekly Report from January 24 – February 6, 2025. (2025-75). (City Manager)
2. Informational Only – The City of Cocoa's Open Board Vacancies. (2025-111). (Administrative Services Director)

X. Reports:

Mr. Walsh shared that as part of a regular maintenance program, the Cocoa Utilities Department will conduct its annual temporary water disinfection conversion process beginning February 22, 2025 and ending March 22, 2025 to provide additional protection against contamination and ensure the water remains safe.

Mayor Blake shared several photos from events he recently attended, including his trip to Washington, the Brevard Delegation meeting, and the Space Coast League of Cities dinner.

Councilmember Koss shared a District 4 update. She congratulated Irene Ortega on her swearing-in ceremony to become a Cocoa Police Officer. Additionally, she attended the SOIRL's 100th project completion celebration as well as the EDC's Pursue What's Next event. She also talked about the Cocoa Village Playhouse and a meeting she had to talk about the expansion of their programs.

Councilmember Hearn talked about the Fiske and Broadmoor Acres project and he is pleased to see that it is coming along nicely. He also shared that he attended the most recent Space Coast League of Cities dinner with Mayor Blake.

Councilmember Goins highlighted a company that helped out a Cocoa resident. The company is called Dead Bug Dave Pest Control and they are family owned. He thanked them for stepping up.

He also shared that there will be a Black History Month event held at the Cocoa campus of Eastern Florida State College on February 27th from 11am-2pm in Building 11.

He presented some photos from a museum he visited in Birmingham, Alabama and the experience he had there.

He talked about the upgrades that have been done to the Harry T. Moore Center over the last several years, however he still does not feel that a solid plan has been put in place for what the vision is for this building. He'd like Council to consider what they would like this African American history museum to be and possibly have this conversation at an upcoming workshop.

Deputy Mayor Weeks shared photos from events she recently attended, including an event that Governor DeSantis attended in Titusville. She also attended a Realtor's Association event and shared some information about it. Lastly, she talked about the EDC's Pursue What's Next event that she attended with Councilmember Koss.

XI. Adjournment:

- * MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to adjourn the Regular meeting of February 11, 2025.**

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:05 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk

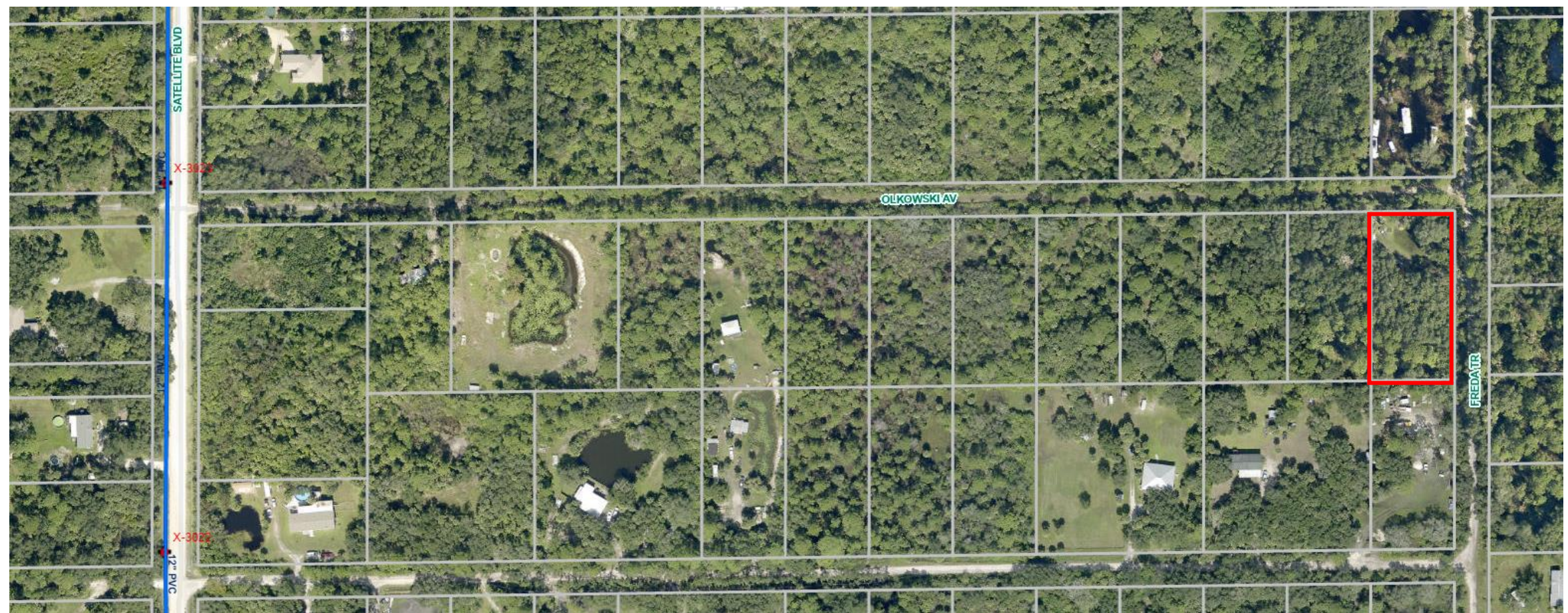
Bulk Water Station



Vicinity Map



Area Map

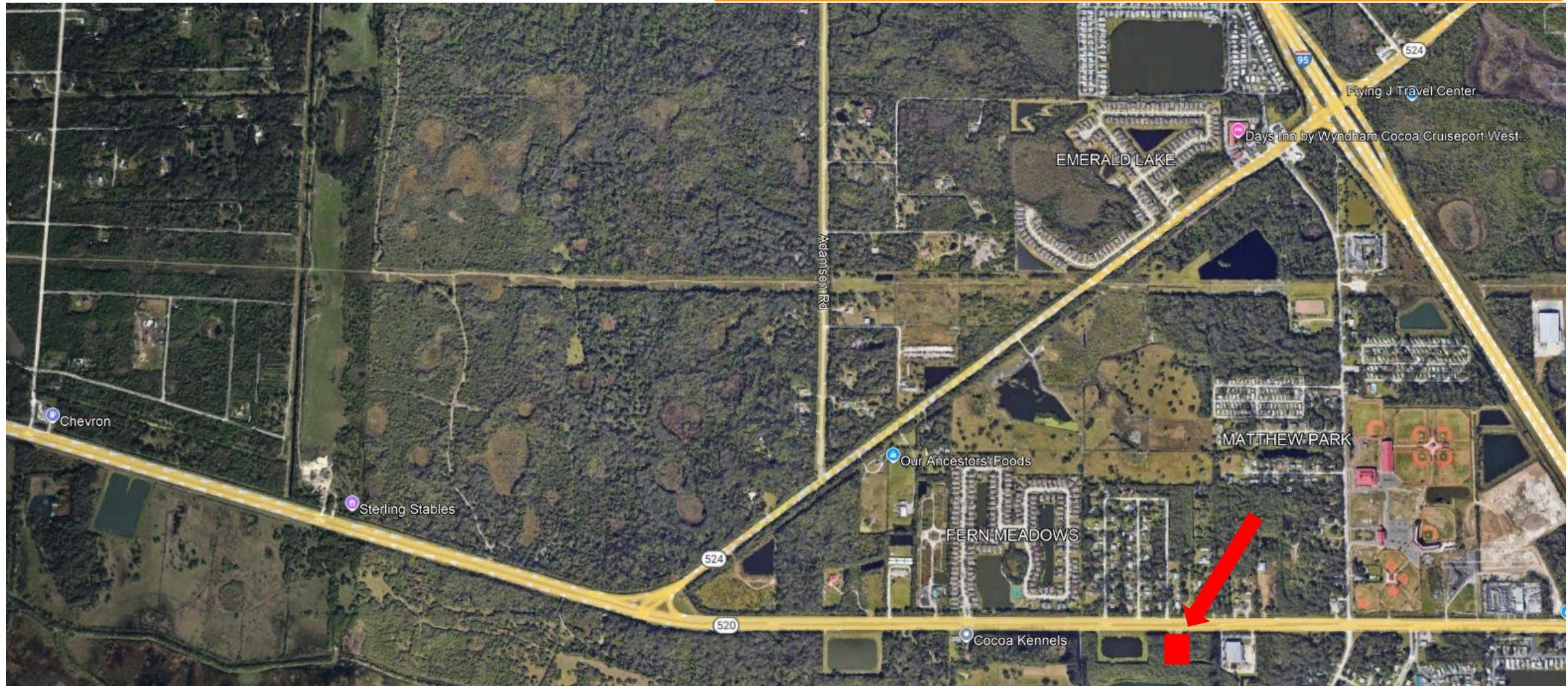


Property Purchased 2018 – undeveloped lot
House Constructed 2022
Distance from Satellite Blvd main = 0.4 miles
Arsenic Removal Treatment - est. \$3K - \$5k depending
on water quality/chemistry

History

- Brevard County and City of Cocoa entered into an MOU for West Canaveral Groves project
- 12” Water Main was constructed by Brevard County in 2018 using a HUD Grant for purpose of adding fire protection and service to lots on Satellite Blvd
- Additional service main extensions are subject to requirements of the City of Cocoa’s main extension policies (i.e. EOR, costs, tech. provisions, inspection etc.)

Proposed Site Map

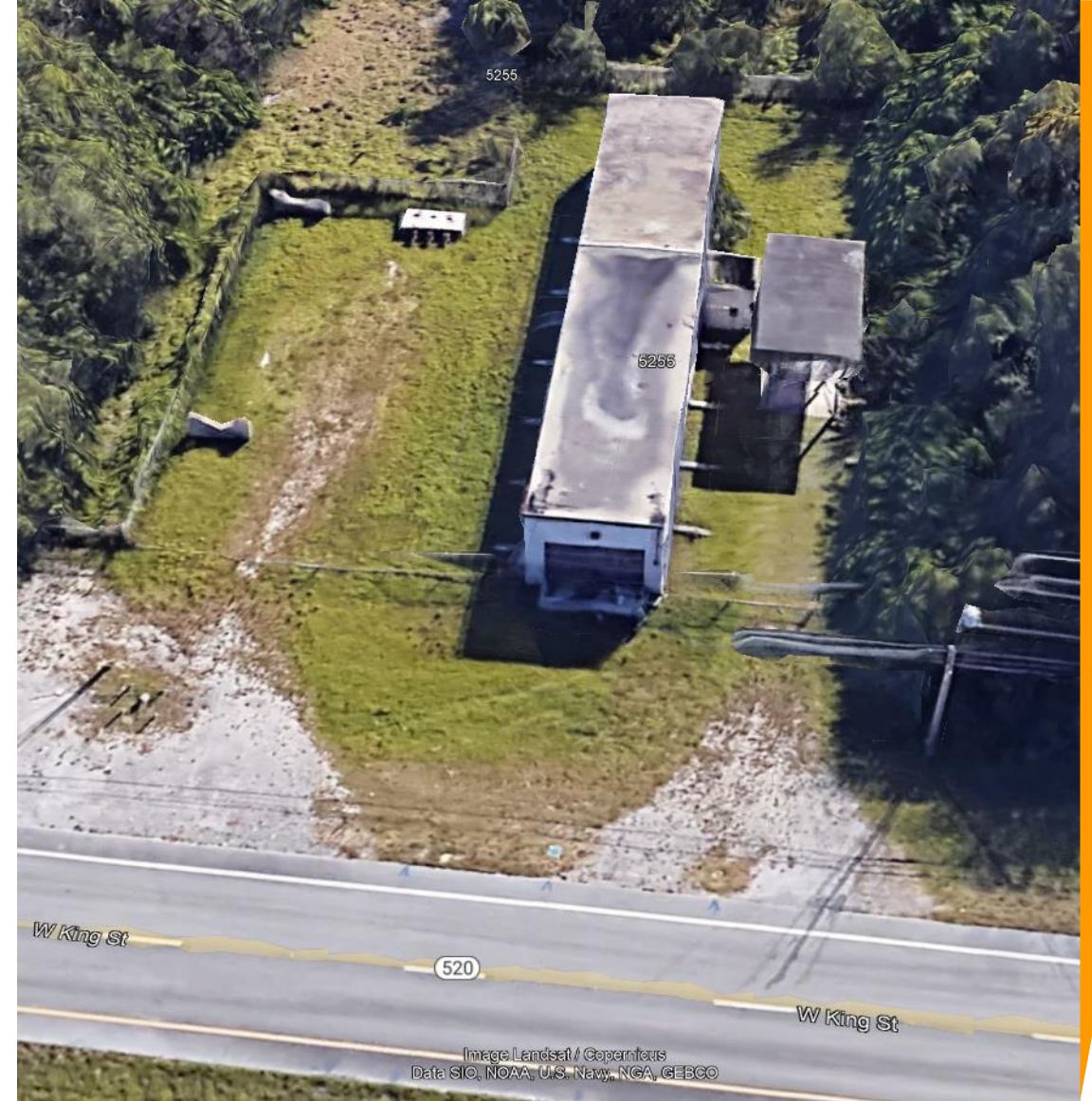


Site Development

Bulk water dispenser	\$22K – \$41K
Meter, Tap, Backflow	\$4,500
Parking improvements	\$ 150K - \$200K
Security	
Driveway improvements	
Turn Lane	
Permitting FDOT/Brevard	
Site and ROW Survey	
Stormwater	
Grading/Demo	
Fiber/cell/power	
Engineering	

Reoccurring Costs

Software maintenance	\$1,500/yr
Cloud services	\$1,000/yr
Site maintenance	\$?
Electricity	\$?



Note: existing building demo not included

Policy Adjustments

- New bulk distribution rate needed
- Utility Bond covenants/restrictions may conflict
- Legal liability of water contamination at the point of distribution
- Utility Policy of restricting one meter serves one customer
- Current policy of owner/developer pays for infrastructure improvements

All costs for studies or off-site improvements will be paid by the customer...

Main extensions are at the expense of those desiring service. The customer shall engage private engineering and construction contractor services at his/her own expense. All plans and specifications are subject to the City's approval.



QUESTIONS?



CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-297
Prepared By: Monica Arsenault, City Clerk
Through: Monica Arsenault, City Clerk
Requested Action: Approve the February 18, 2025 Special City Council meeting minutes as written or with amendments.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the February 18, 2025 Special City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Special Meeting of The City Council

February 18, 2025

A Special City Council Meeting was held on Tuesday, February 18, 2025, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 5:05 p.m.

Councilmember Hearn provided the invocation, and Commander Anthony Marchica led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Alex Goins	Councilmember
	Lorraine Koss	Councilmember
	Patricia Weeks	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Rebecca Bowman, Finance Director; Director; Jonathan Lamm, Fire Chief; Anthony Marchica, Police Commander; Samantha Senger, Communications and Economic Development Director; Abigail Morgan, Public Works Director; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Robert Beach, Chief

Technology Officer; Breanna Earley, Assistant City Clerk; and Megan Crutcher, Help Desk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Special Meeting of February 18, 2025. (2025-123).

III. Special Meeting Topics:

1. Priority Areas and Performance Measures

City Manager Whitten reviewed the Agenda for the evening. The City Manager provided a State of the Nation overview. He talked about House Bill 1365, which addresses unauthorized public camping and sleeping on public property effective October 1, 2024. He pointed out that only the County is authorized to designate the public property and submit it to DCF for certification. If within a municipality, then that municipality must concur with the designation by majority vote of the City Council. Additionally, the bill does not provide cities with the authority to independently establish shelters or designate public camping or sleeping areas without county approval and DCF certification.

City Manager Whitten discussed Police and Fire pay and retention.

Councilmember Hearn asked about conducting some research regarding what government agency will take on liability for public sleeping and camping.

City Attorney Eick spoke about House Bill 1365 and where liability would be.

Mayor Blake asked for clarification on House Bill 1365.

City Attorney Eick pointed out that only the County can designate public camping areas. She also recommended the City move forward with updating ordinances to allow criminal charges against public camping and sleeping.

Commander Anthony Marchica stated officers are patrolling the parks. Officers will issue trespass warnings to campers in public spaces and if they fail to leave, they will be arrested.

City Manager Whitten wanted to ensure that this issue is not being ignored.

Councilmember Goins spoke of Provost Park and frustration with seeing the same group of people camping in public spaces.

City Manager Whitten reiterated the issue is not being ignored and officers are making nightly checks. He spoke about the approach to panhandling as well.

Commander Anthony Marchica stated they will monitor panhandlers and make arrests.

Councilmember Hearn wanted to highlight the work the Police Department does. But he understands the frustration Councilmember Goins mentioned.

City Manager Whitten acknowledged the City is working on getting the issue under control and that it is not an overnight fix. He highlighted the crime rate for 3 years in a row being down.

Deputy Mayor Weeks inquired about motion detecting cameras. She asked how long panhandlers stay in jail. In response, Commander Anthony Marchica stated they do not stay in jail for long.

City Manager Whitten stated that there are more cameras than people realize.

Mayor Blake spoke about frustration about mandates being made but no funding being available to enforce the mandates.

Councilmember Koss inquired about the growing population.

City Manager Whitten stated it was just under 20,000 the last census.

Ms. Senger reviewed priority areas and performance measures. She listed Public Safety and Community Standards, Public Infrastructure, Economic and Community Development, Community Outreach and Engagement, and Organizational Effectiveness.

Councilmember Hearn asked for an update on a project the Cocoa Housing Authority was looking at doing a while back.

City Manager Whitten stated he will investigate it and get him an update.

2. Fund Balance Updates

Ms. Bowman provided a financial update. She talked about the Assigned Fund Balance for the General Fund.

City Manager Whitten wanted to highlight some things in the report, including roof repairs and other maintenance projects at the Police Department, increased funding for paving and Cocoa Village parking. He also mentioned the Brightline grants and funding commitments for it.

Ms. Senger spoke about the grant application and an environmental protection portion that needs to be completed. Staff is working with Public Works to complete that.

City Manager Whitten spoke about purchasing mitigation credits on properties the City owns.

Ms. Bowman provided a history of the City's completed projects over the last several years.

Ms. Bowman provided new money estimates to include:

- 3% Property Tax Increases
- 3% Fire Assessment
- 5% Utility/Stormwater Indirect Cost Allocation
- 10% ROI

The total estimated increase in revenue of \$1,711,097.

Ms. Bowman provided an estimate for the increase in expenses. This includes:

- General Fund Salaries
- 7.5% Medical Insurance
- 5% General Funds Utilities
- 5% General Fund Liability Insurance
- 5% General Fund Fuel

The total estimated expense increase is \$1,743,536.

She also shared the CBA Wage Increases.

Ms. Gemmati talked about the fire and police cadet program and expanding it for Cocoa employees.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor to approve amending the Cadet program to include hiring cadets.**

Mayor Blake opened the meeting for public comment.

There being no questions or comments, and the public portion of the meeting was closed.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Chief Lamm spoke about replacing a fire truck and the alerting system for the fire station. They are no longer able to get parts for the alerting system due to it being outdated.

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to take a 5 minute recess.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to resume the meeting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. **Parks Update/Discussion**

Ms. Morgan gave a Parks Operations and Maintenance Agreement overview. She explained that the City will maintain Carl Anderson park, Cocoa Manor, and Gilmore Community park.

Ms. Senger and Ms. Morgan talked about the Junny Rios Martinez Park survey results. Based on the survey, the costs for the individual project components are:

1. Construct a Park Perimeter Walking Loop- \$70,000
2. Expand Playground- \$100,000
3. Install a Pavilion- \$150,000
4. Construct two Pickleball Courts- \$180,000

Ms. Morgan provided staff's recommendations for additional park improvements to include:

- County provided cost estimate for Stradley Park Football Field concessions renovations- \$619,300

- County Capital Revenue budgeted for the Football Concession Project- \$284,000
- City Cost- \$335,300
- Softball and Baseball Concession Project County Budget- \$200,000

Deputy Mayor Weeks spoke about the easement to the Cocoa Conservation area. She would like to see a sign indicating that area.

Councilmember Koss suggested looking into making an entrance to the Cocoa Conservation Area.

Councilmember Hearn suggested adding a small parking area using coquina as a more economic option.

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to investigate making the easement and parking lot to the conservation area.**

City Manager Whitten asked for clarification on the motion.

- * **MOTION AMENDED by Deputy Mayor Weeks; Seconded by Mayor Blake to improve access of the easement and parking lot to the conservation area; to stabilize the surfaces by the tennis courts; expand or improve the walking loop; and install markers for the trailhead and add signage at the conservation.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

- * **MOTION by Councilmember Koss; Seconded by Mayor Blake to approve the Stradley Park Football Field concession project with the County contributing \$284,000 and the City contributing \$335,300 as part of the City's Park inventory.**

Further discussion was held on the park improvements.

Councilmember Goins expressed that he would like himself and the football organization involved in the project.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Beach explained what a mini pitch is.

City Manager Whitten discussed the Provost Park mini pitch grant. The estimated cost to construct is \$200,000. It is a rolling application with the first round due March 31st. It would bring in a variety of activities and amenities that bring families to utilize the park.

A discussion on the location of the mini pitch in Provost Park took place.

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to explore obtaining grants to build a mini pitch.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Senger discussed special needs playground equipment at Provost Park. She shared several quotes from different companies about the special needs playground equipment.

- * **MOTION by Councilmember Goins; Seconded by Mayor Blake to pursue special needs playground equipment not to exceed \$100,000 to potentially be sited at Anderson and Provost Park.**

Further discussion about the motion.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Ms. Bowman asked for Council direction to approve the final assigned fund balance list for Fiscal Year 2024.

- * **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve the assigned fund balance list to include \$100,000 for special needs playground equipment and 335,300 for the football field concession project.**

Mayor Blake opened the meeting for public comment.

There being no questions or comments, and the public portion of the meeting was closed.

THE VOTE ON THE MOTION WAS:**AYES: Blake, Weeks, Hearn, Goins, Koss****THE MOTION CARRIED UNANIMOUSLY (5-0)**

- * **MOTION by Mayor Blake; Seconded by Councilman Goins to extend the meeting's end time to 8pm.**

THE VOTE ON THE MOTION WAS:**AYES: Blake, Weeks, Hearn, Goins, Koss****THE MOTION CARRIED UNANIMOUSLY (5-0)**

4. Public Safety Priorities

Chief Lamm discussed Public Safety priorities. He noted that there has been a population increase due to new residential and commercial developments leading to demand for public safety personnel. Additional patrol needed to maintain safety and traffic management. Enhanced fire and medical response capacity and the possibility of additional stations and resources. Brightline Station leading to increased development, higher daily population, and increased traffic. Proactive investment to keep with growth.

5. Waste Management

Ms. Senger discussed yard and bulk waste. The new Waste Management contract requires residents to call-in bulk yard waste and bulk waste to be picked up instead of a regularly scheduled bulk pick-up days. This helped to lower the number of increases customers received. The City's current contract runs through 2028. In order to communicate information about yard and bulk waste, the City sends out postcards, magnets, newsletters, videos, and social media campaigns.

City Manager Whitten stated the biggest issue in the City seems to be bulk yard waste. The city is currently working with Waste Management to get pricing for additional regular service. Waste Management is also working on additional ideas for bulk waste pickup.

Ms. Senger pointed out that yard waste must be called in to Public Works to be put on the list for pickup.

6. Public Comment

Frank Cervone, 504 Fiske Blvd, Cocoa, spoke about the Fiske Boulevard construction project and shared concern because one of his driveways was deleted in the process of the project and because construction took so long his property was overrun with rats. He mentioned that he submitted a claim to the City's insurance company, but he didn't know what else to do.

Aleck Greenwood, 640 Brevard Ave, Cocoa, would like Council to consider the expenses related to security in Cocoa Village. He would also like Council to consider allowing golf carts in the Downtown area.

City Attorney Eick spoke about low-speed vehicles already being allowed in the Downtown area. She stated that golf carts would have to have designated streets they can be driven on.

Councilmember Goins asked if Council could discuss food trucks after 10pm and the code related to attention seeking devices at a future meeting.

IV. Adjournment:

- * **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to adjourn the Special meeting of February 18, 2025.**

AYES: Blake, Weeks, Hearn, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:11 p.m.

Michael C. Blake, Mayor

ATTEST:

Monica Arsenault, CMC, City Clerk
(Transcribed by Breanna Earley, Assistant City Clerk)

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-249
Prepared By: Susan Lambert, Police Administrative Technician
Through: Evander Collier, Police Chief
Requested Action: Council Approval to Recognize April 13-19, 2025 as National Public Safety Telecommunicators Week.

BACKGROUND:

The Department would like to recognize our Telecommunicators.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

Council previously approved April 14-20, 2024 as Public Safety Telecommunicator Week.

RECOMMENDED MOTION:

Council Approval to Recognize April 13-19, 2025 as National Public Safety Telecommunicators Week.

Proclamation
National Public Safety Telecommunicators Week
April 13 – 19, 2025

Whereas, emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Cocoa emergency communications center; and,

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and

Whereas, Public Safety Telecommunicators of the City of Cocoa Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore be it Resolved that the City Council of the City of Cocoa declares the week of April 13 - 19, 2025, to be National Public Safety Telecommunicators Week in Cocoa, in honor of the men and women whose diligence and professionalism keep our city and citizen safe.

Signed this _____ day of _____ 20____.

Michael C. Blake
Mayor

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-325
Prepared By: Breanna Earley, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: N/A

BACKGROUND:

Proclamation recognizing the support of Tax-Exempt Municipal Bonds.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A



PROCLAMATION

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers to achieve a multiplier effect of 2.11, meaning that for every dollar, borrowers achieve \$2.11 in borrowing cost savings thereby demonstrating the efficiency and effectiveness of this exemption in facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, the City Council of the City of Cocoa finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of agriculture products, equipment, and other goods, and increase safety.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows: The Governing Body hereby encourages the Florida Congressional Delegation to assist the City of Cocoa, Florida, by preserving the tax-exempt status of municipal bonds by supporting and ensuring the protection of the federal tax exemption of municipal bonds.

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 2nd day of April 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-327
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Proclamation recognizing the month of April as Fair Housing Month.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Proclamation recognizing the month of April as Fair Housing Month.



PROCLAMATION

WHEREAS, April 11, 2025, marks the 57th anniversary of the passage of the Fair Housing Act, which affirms national policy of fair housing for all who live in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination based on race, color, religion, sex, handicap, familial status, and national origin; and

WHEREAS, this Act provides equal housing opportunity for all Americans regardless of race, color, religion, sex, or national origin, as well as to ensure fair practice in the sale, rental, or financing of property; and

WHEREAS, the Fair Housing Amendments Act of 1988 added new rights, remedies, monetary penalties, and strengthened its enforcement procedures; and

WHEREAS, the Fair Housing Amendments Act seeks to provide equal housing opportunities, to affirmatively further housing choices, to eliminate legal barriers to equal housing, and to emphasize equal housing as a fundamental human right for all; and

WHEREAS, economic stability, community health, and human relations in communities are improved by diversity and integration; and

WHEREAS, The City of Cocoa is committed to fair housing and promotes services and activities provided by private and public entities for equal housing opportunities for all residents and prospective residents; and

WHEREAS, The City of Cocoa fully supports the intent and purpose of the Federal Fair Housing Act, local fair housing laws, and follows policies and practices in order to achieve its goal.

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

"Fair Housing Month"

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 8th day of April, 2025.

Mayor

ATTEST:

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-336
Prepared By: Rebecca Bowman, Finance Director
Through: Stockton Whitten, City Manager
Requested Action: N/A

BACKGROUND:

Special recognition of Ron Scherfel in the Field Services Division.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-219
Prepared By: David Veloza
Through: John Walsh, Utilities Director
Requested Action: To Approve Task Order 2023-31 Amendment 1 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design and permitting of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW).

BACKGROUND:

The City of Cocoa supplies water to customers in their service area from both ground and surface water sources. The surface water source consists of the Taylor Creek reservoir. The ground water consists of the Intermediate and Upper Floridian Aquifers (UFA). Ground water is developed from a series of 48 wells, the first of which were constructed in the 1950's and are still in service today.

The City of Cocoa wells are permitted under the City's Consumptive Use Permit (CUP) No. 50245 issued by the St. Johns River Water Management District (SJRWMD) on December 13, 2022. As with all wells and well fields, individual wells have a life cycle. The City has been effective with on-going evaluations of its wells and when the City determines that a well has reached its expected maximum life span, either by mechanical failure or un-restorable loss of performance, then well replacement is in order. As part of these evaluations, Well 17 was identified as a candidate facility for replacement when it was found that the well casing was severely deteriorated and needed either significant repair or replacement. City wants to replace this Well 17 with Well 17R project.

The original concept of this project was to have Connect Consulting Inc. (CCI) perform the construction for the entire well and wellhead replacements including the components under the original Jacobs design services Task Order 2023-31. However, as the project progressed, it was decided that only the well construction and abandonment will be performed by CCI. The remaining portion of the project (above grade wellhead facilities) will be advertised for bidding by the City.

Due to these changes the scope of design for Jacobs has grown. This amendment includes the additional design of the well pump, the well pump panel and associated HVAC, and bidding services.

These additional services included in Amendment 1 total \$41,510. The total revised amount for this Task Order will now be \$269,412 (original Task Order amount was \$227,902). The City budgeted \$1,750,000.00 for the design of the Dyal New Well 17 project, under Account Number 424-4055-536.63-00, WS20DW.

Staff recommends approval of this Amendment #1.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? Yes

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

Source/Use of Funds

Account Number 424-4055-536.63-00, WS20DW

Amount \$41,510.00

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

Change Order Amount: \$41,510.00

Original Purchase Order Amount: \$227,902

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:1

Total amount in change orders to date: \$41,510.

PREVIOUS ACTION:

City approved Agenda Items 23-394 and 23-332 on July 11, 2023.

RECOMMENDED MOTION:

To Approve Task Order 2023-31 Amendment 1 with Jacobs Engineering Group, Inc. (Jacobs) for the engineering services for the design and permitting of the above grade wellhead facilities for the Dyal New Well 17 project (WS20DW).

Task Order Request Form

P-Form 2021.09 Revised
07/14/2023

Engineering, Design, Permitting, & Services for Utility Conveyance Systems Upgrades & Expansions

2023-31

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 03/03/25 City Bid Number: RFQ-20-03-COC AMOUNT: \$ 227,902.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number: _____

Dept. Number/Division Name: Utilities/Engineering

Project Name: Install New Well 17 Project Number: WS20DW

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : 1 Requested Amendment Amount: \$ 41,510.00
Original Task Order Amount: \$ 227,902.00 Total Revised Amount including all Amendments: \$ 269,412.00
Total number of Amendments including this one: 1

Scope of Services; Justification for Amendment

The original concept of this project was to have CCI perform the construction for the entire well and wellhead replacement including the components under the original Jacobs design services. This includes the design of the above grade wellhead facilities. However, as the project progressed, it was decided that only the well construction and abandonment will be performed by CCI. The remaining portion of the project (above grade wellhead facilities) will be advertised for bidding by the City, including bidding services from Jacobs. This new action requires Jacobs to add a well pump design into the original design services.

Design is Construction Related: ☒ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: \$ 2,000,000.00
Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☒ N/A
Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

David Veloza
Digitally signed by David Veloza
Date: 2025.03.03 09:24:36 -05'00'
Requestor

John "Jack" Walsh
Digitally signed by John "Jack" Walsh
Date: 2025.03.03 12:42:41 -05'00'
Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order : ☒ Approved ☐ Disapproved Refer to this Task # on all documentation: _____
Council Approval Required: ☐ YES ☐ NO

Reason
Disapproved:

Brian Dale
Digitally signed by Brian Dale
Date: 2025.03.26 14:51:48 -04'00'
Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$75K)

Mayor (Purchases that exceed \$75K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafll.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafll.org. If over \$75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafll.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

Task Order Request Form

P-Form 2021.09 Revised
08/17/2021

Continuing Engineering Services for Water System

2023-31

Name of CSA (Continuing Service Agreement)

TASK ORDER NUMBER

Date: 06/08/23 City Bid Number: RFQ 20-03-COC AMOUNT: \$ 227,902.00

Vendor Name: Jacobs Engineering Group, Inc. Quote/Proposal Number:

Dept. Number/Division Name: Utilities-Engineering

Project Name: Install New Well 17 Project Number: WS20DW

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. : Requested Amendment Amount:

Original Task Order Amount: Total Revised Amount including all Amendments:

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

City supplies water to customers from groundwater with wells. Well 17 needs to be replaced due to poor conditions. Jacobs Engineering Group, Inc. will provide engineering services to the design the above grade wellhead facilities for the Well 17R (new well 17), submit an application for a FDEP permit for new facilities, and provide engineering services to support City during construction phase of Well 17R.

Design is Construction Related: ☒ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: \$ 2,000,000.00

Documentation for Good Faith Estimate Attached and Valid: ☐ YES ☐ NO ☐ N/A

Reference if applicable: Florida Statutes 287.055, Consultants Competitive Negotiation Act (CCNA)

David Veloza

Digitally signed by David Veloza
Date: 2023.06.08 16:33:35 -04'00'

John "Jack" Walsh

Digitally signed by John "Jack" Walsh
Date: 2023.06.08 18:11:24 -04'00'

Requestor

Department Director

***** DO NOT WRITE BELOW THIS LINE - AUTHORIZED PERSONNEL ONLY *****

Task Order : ☐ Approved
☐ Disapproved

Refer to this Task # on all documentation:
Council Approval Required: ☐ YES ☐ NO

Reason
Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed \$50K)

Michael J. Blake

07/11/2023

Mayor (Purchases that exceed \$50K)

- 1) Requestor: Completes form and forwards all supporting documentation to Department Director.
- 2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafll.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)
- 3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.
- 4) Purchasing Manager reviews and approves, uploads approved Task Order Form.
- 5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding \$50K. Approved Task Order by City Manager will be returned back to purchasing@cocoafll.org. If over \$50K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafll.org.
- 6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

City of Cocoa

Amendment #1 to Task Order 2023 – 31

Wellhead Facilities for Well 17R - Design, Permitting and Services During Construction

Objective and Background

As previously described in original task order, the City of Cocoa (City) determined Well 17 has a compromised well casing and requires replacement. To accomplish replacement of the well, the City contracted with Connect Consulting, Inc. (CCI) for the design, permitting and construction of the new City's Well Number 17 Replacement (Well 17R) including the new vertical turbine pump and motor, and abandonment of Well 17. To support this project, Jacobs was tasked by the City for engineering services for the design and permitting of the above grade wellhead facilities for Well 17R as well as services during construction directly related to Jacob's design components.

The original design scope of work for Jacobs consisted of the following:

- A concrete foundation at grade and a concrete block building at Well 17R. The building will include a roof hatch to access and remove the well pump.
- A concrete pump pedestal for the new well pump and motor.
- Piping to connect the discharge flange of the well pump to the existing raw water transmission system.
- Valving and instrumentation required for operation and maintenance.
- Electrical power from the existing onsite power supply to the new well pump. Relocation of the power disconnect switch to the new well house.
- Communications between the existing PLC and new well instrumentation.

The original concept was to have CCI perform the construction for the entire well and wellhead replacement including the components under the Jacobs design services. As the project progressed, it was decided only the well construction and abandonment should be performed by CCI and the remaining portion of the project advertised for bidding by the City.

This change in approach requires Jacobs to include the well pump design as part of the design scope of work. Additionally, during design the City requested replacement of the existing pump panel and have it relocated in the new well pump house along with HVAC.

Bidding services are also included in this Amendment 1 scope due to the change in approach.

Scope of Work

Task 1 – Design Services

Jacobs will provide engineering services to design the changes to the original scope of work including the following:

- Addition of the well pump and motor mechanical, electrical and I&C design
- Replacement of existing pump panel and relocation to the new pump building

- Addition of HVAC equipment in the new pump building

The design services included in this addendum will be provided as described in the original task order and as part of the same deliverable package. The project design, including the services of this amendment, will include 90% design and 100% design submittals. The design deliverable will include the drawings and technical specifications necessary to publicly bid the work.

Jacobs will also provide bidding services under Task 1. Jacobs will provide services to assist the City in selection of a single contractor for the construction of the project. Jacobs will assist the City in conducting one pre-bid conference. Jacobs will assist the City in developing the agenda and content of the pre-bid conference and will attend the pre-bid conference meeting. The City will prepare and administer the Invitation to Bidders.

Jacobs will coordinate with the City for issuing responses to requests for additional information. Jacobs will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests. The City will issue addenda to prospective bidders.

The City will make the final decision on the award of the contract for construction and the acceptance or rejection of bids. Jacobs' services do not include bid protest situations. The City will prepare the notice of award; assembly, delivery and execution of the contract for construction and the notice to proceed.

Jacobs will modify the technical specifications and drawings as required to address bidder's questions and requests and then issue Conformed Documents to the City.

Task 2 – Permitting Services

No scope changes.

Task 3 - Services During Construction

No scope changes.

Assumptions

In addition to the assumptions listed in the original task order, the following key assumptions apply:

- CCI will perform all design and construction of the new well and abandonment of the existing well.
- The City will bid out the remaining work associated with the well replacement including the wellhead and well building.

Schedule

TABLE 1
Project Schedule

Task/Activity	Schedule
90% Design Submittal	12 weeks following approval of Amendment 1

TABLE 1
Project Schedule

Task/Activity	Schedule
Bid Documents Submittal (100% Design Submittal)	4 weeks following 90% design submittal comment adjudication

Note: A review meeting is anticipated to be held with the City within 2-4 weeks after the 90% design submittal.

Compensation

Compensation for the services authorized under this task order amendment will be provided using the time and materials basis method with budgets between the tasks and expenses being interchangeable as needed. The budget for Addendum 1 is the total cost of the original fee and this Addendum 1 fee. Additional compensation for this amendment is summarized below by task.

Task	Hours	Fee
TASK 1 – DESIGN SERVICES	256	\$41,510

Acceptance

This Amendment to Task Order 2023-31 shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for Jacobs Engineering Group Inc.

By:  _____

Title: **Francois Didier Menard**
Vice President

Date: **02/28/2025**

City of Cocoa
Task Order 2023-31, Amendment 1, Wellhead Facilities for Well 17R - Design, Permitting and Bidding Services
Attachment A - Fee Estimate

		Project Manager	Process Mechanical Engineer	Process Mechanical Technician	Electrical Engineer	Electrical Technician	Structural Engineer	Structural Technician	Civil Engineer	Civil Technician	I&C Engineer	I&C Technician	Architect	Architect Technician	HVAC Engineer	HVAC Technician	Office Specifications						
		Engineer 4	Engineer 2	Technician 5	Engineer 4	Technician 3	Engineer 6	Technician 3	Engineer 5	Engineer 1	Engineer 5	Technician 3	Engineer 6	Technician 5	Engineer 6	Technician 5	Technician 2						
		Professional Engineer/Scientist/C onsultant	Project Engineer/Scientist/C	Senior Construction Manager/Senior Designer	Professional Engineer/Scientist/C onsultant	Senior Construction Inspector	Senior Professional Engineer/Scientist/C onsultant	Senior Construction Inspector	Mid-Level Professional Engineer/Scientist/C onsultant	Junior Project Engineer/Scientist/C onsultant	Mid-Level Professional Engineer/Scientist/C onsultant	Senior Construction Inspector	Senior Professional Engineer/Scientist/C onsultant	Senior Construction Manager/Senior Designer	Senior Professional Engineer/Scientist/C onsultant	Senior Construction Manager/Senior Designer	Construction Inspector/Technician						
		\$169.00	\$120.00	\$169.00	\$169.00	\$120.00	\$218.00	\$120.00	\$199.00	\$110.00	\$199.00	\$120.00	\$218.00	\$169.00	\$218.00	\$169.00	\$110.00	Labor Hours	Labor Fee	Expenses	Subcontracts		
Task 1	Design Services																						
	Amendment 1	32	44	20	26	18	2	2	2	2	18	10	2	2	34	34	8	Task Totals:	256	\$41,510	\$0	\$0	
																		Task Fee:	\$41,510				
Task 2	Permitting Services																						
	No changes																	Task Totals:	0	\$0	\$0	\$0	
																		Task Fee:	\$0				
Task 3	Bidding Services																						
	No changes																	Task Totals:	0	\$0	\$0	\$0	
																		Task Fee:	\$0				
Summary																							
																		Total Labor Hours:	256				
																		Total Labor Fee:	\$41,510				
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EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

City of Cocoa

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Task	Hours	Fee
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Acceptance

This Amendment to Task Order 2023-31 shall become part of the Agreement upon execution by both parties.

Approved for City of Cocoa

By: _____

Title: _____

Date: _____

Accepted for Jacobs Engineering Group Inc.

By:  _____

Francois Didier Menard

Title: Vice President

Date: 03/26/2025

City of Cocoa
Task Order 2023-31, Amendment 1, Wellhead Facilities for Well 17R - Design, Permitting and Bidding Services
Attachment A - Fee Estimate

		Project Manager	Process Mechanical Engineer	Process Mechanical Technician	Electrical Engineer	Electrical Technician	Structural Engineer	Structural Technician	Civil Engineer	Civil Technician	I&C Engineer	I&C Technician	Architect	Architect Technician	HVAC Engineer	HVAC Technician	Office Specifications						
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Task 1	Design Services																	Task Totals:	200	\$32,712	\$0	\$0	
	Amendment 1 Design Services	16	40	16	24	16					16	8			32	32		Task Totals:	56	\$8,798	\$0	\$0	
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Summary																							
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1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
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6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.

**AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR WATER SYSTEM**

THIS AGREEMENT is made and entered this 5th day of February 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation authorized to do business in the State of Florida ("Engineer"), whose principal address is 1999 Bryan Street, Dallas, TX 75201.

WITNESSETH:

WHEREAS, the City has a need to obtain engineering, design and permitting services from time to time for projects related to the City's water system on an as-needed, task - oriented basis; and

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

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

WHEREAS, the Engineer is willing to provide such engineering, design and permitting services to the City under the terms and conditions stated herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering, design and permitting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Jacobs Engineering Group Inc. and its principals, employees and resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in section 119.011(12), Florida Statutes, as may be amended.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by the Engineer or Engineer's independent professional associates and Engineers which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, as may be amended or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by the Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Engineer and the Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of the Engineer to perform engineering, design and permitting services on a "task" basis. The City will communicate with the Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate the scope of document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A,"** and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to

consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal.

The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description, cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a mutually agreeable written "Task Order." The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering, design and permitting services for any City water system project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

2.3 The Engineer may be asked to perform any engineering services related to the Water System. The Services may include, but are not limited to, the following:

1. Engineering Design Services to include design submittals, specification development, permitting, and Engineer of Record services;
2. Bidding Support Services;
3. Construction Phase Services including; shop drawing and submittal review, responses to requests for information, and progress meeting attendance/management, periodic site visits, testing, Certification of Construction, Record Drawings, Resident Engineer (if required), Construction Management and Inspection, startup assistance/training, and the use of alternative project delivery methods;
4. Cost Estimating Services;
5. Design, support, and implementation for Supervisory Control and Data Acquisition (SCADA) and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Dyal Plant is currently using Wonderware for their SCADA platform;
6. Design and management support of repair and maintenance projects for the Dyal plant, supply, and distribution system;
7. Engineering assessments, including structural, process, hydraulic, pipeline condition, etc.;
8. Permitting assistance including consumptive use permitting, negotiations, and compliance;
9. Environmental impact assessments, including wetlands monitoring, and other environmental assistance;

10. Hydraulic, hydrogeologic, and water quality modeling, calibration and analysis including ground water hydrology, Aquifer Storage and Recovery (ASR) system assistance and well drilling assistance;

11. Planning evaluations and studies including long-term master planning and Capital Improvement Plan (CIP) development, validation, prioritization, scheduling, probable cost determinations and coordination with various planning agencies;

12. Water Quality Monitoring Program management assistance (Technical and regulatory support);

13. Studies related to water treatment and quality;

14. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of the water system;

15. Asset management and condition assessment assistance including operation and maintenance studies;

16. Information management services including Geographical Information System (GIS), Global Positioning System (GPS), instrumentation, custom programming/software, and other technologies;

17. Security system design, support, and implementation;

18. System optimization assistance including lost water mitigation;

19. Grants assistance and state/federal funding assistance;

20. Engineering evaluation and design of alternative and conventional water supplies, wells, treatment facilities, transmission and distribution system modifications, expansions and other improvements including development of specifications and bench/pilot scale testing when necessary;

21. Reporting assistance to regulatory and other agencies including document preparation, public meetings, and presentations;

22. Program management services, including program management/administration, scheduling, cost control, document control, program website updating, design management, construction project support, and public involvement services in support of the Cocoa Utilities CIP program and repair and maintenance projects for the water system;

23. Services related to the development of the City's project financing and/or budget;

24. Assistance with preparation of information for rate and fee determinations and associated revenue projections;

25. Miscellaneous services including public relations assistance, design review, program management services, financial controls, and easement acquisition services.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

2.5 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding \$2 Million may be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 The City may make changes in the Services at any time by giving written notice to the Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, the City and the Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and the Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 The Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. The Engineer shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should the Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed -upon schedule.

4.2 No extension for completion of services shall be granted to the Engineer without the City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill -timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 General Services. For basic and additional Services performed by the Engineer's principals, employees and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Engineers. For additional Services and Reimbursable Expenses of independent professional associates and Engineers employed by the Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed the Engineer by the independent professional associates and Engineers. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by the Engineer from all independent professional associates and Engineers which clearly evidences the amount billed by

5.3 Witness Services. For witness services rendered by the Engineer's principals, employees, resident project representatives (and assistants) and independent professional associates and Engineers on behalf of the City in any litigation, arbitration or other legal or interested administrative proceeding in which the City is a named an interested party, the City agrees to pay the Engineer or independent professional associate or Engineer, which is used as a witness, an amount equal to that agreed upon by the party for a particular Task Order.

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

5.7 Payment Offsets. To the extent that the Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by the Engineer. Before withholding any payments, the City will provide Engineer with at least five (5) business days' notice to afford Engineer an opportunity to resolve the payment issue to the City's complete satisfaction within said time period.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. The Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

5.11 Payment Adjustments. It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

5.12 Partial Payments. Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

7.1 The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, the City shall grant the Engineer reasonable

access to the City's premises, records and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, the Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the amount of \$3,000,000.00 per occurrence and in the aggregate with a deductible not greater than \$50,000.00.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the amount of \$1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than \$5,000.00, unless a higher deductible is pre- approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. Automobile Liability. The Engineer shall maintain comprehensive automobile liability insurance in the amount of \$1,000,000 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. Workers' Compensation. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City

may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Engineers. All independent associates and Engineers employed by the Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Engineer shall comply with all requirements of federal, state and local laws, rules, regulations, standards and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 The Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. The Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. The Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. The Engineer shall provide the City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of Engineers (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on the Engineer's behalf with respect to the Services. In addition, the Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any

activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes and regulations applicable to the Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by the Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Section 2.2 herein, the Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in the Task Order, that it will investigate the essential requirements of the services required by the Task Order and that it will have sufficient personnel, equipment and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 The Engineer represents that all principals, employees and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 The Engineer guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Engineer shall indemnify, hold harmless and defend the City, its officers, directors, employees, agents assigns and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright or trademark resulting from the use of any goods, services or other item provided under this Agreement. Notwithstanding the foregoing, the Engineer may elect to provide non - infringing services.

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized

information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement

of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2. Reuse of Documents. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at any time. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

14.3. Ownership of Documents. The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

14.4. Preexisting Ownership Rights to Documents. Notwithstanding any provisions to the contrary contained in this Agreement, the Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 The Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of the City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

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

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

15.4 If any part of this Agreement is subcontracted by the Engineer, prior to the commencement of any Work by the subcontractor, the Engineer shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Engineer and any approved subcontractors shall be considered an independent contractor(s) and not an employee(s) of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

a. The Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefore; or

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

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

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

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

f. The Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.2 Notwithstanding the aforementioned, in the event of a default by the Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

17.3 In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Engineer, terminate this Agreement, without penalty, if: (a) the Engineer is in default pursuant to Section 17.0 Default; (b) the Engineer makes a general assignment for the benefit of its creditors; (c) the Engineer fails to comply with any condition or provision of this Agreement; or (d) the Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy the City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

18.2 In addition, either party may terminate for convenience without penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, 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 the City's affiliates' generating plants, their equipment or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendices and Exhibits attached hereto, constitute the entire agreement between the City and the Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 The City and the Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Jacobs Engineering Group Inc.
200 South Orange Avenue
Suite 900
Orlando, FL 32801
Attention: Mr. Didier Menard
Work: (407) 903-5252
Fax: (407) 903-5150

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, FL 32922
(321) 433-8688 Phone
(321) 433-8698 Fax

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

31.3 Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 The Engineer hereby represents and warrants to the City the following:

a. The Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of the Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of the Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Agreement for Continuing Engineering Services for Water System
City of Cocoa / Jacobs Engineering, Inc.

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

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnity provisions set forth in this Section shall survive termination of this Agreement.

34.2 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

34.3 PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

34.4 Notwithstanding any other provision of this Agreement, neither party shall have liability to the other for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of either party, their respective employees, or subconsultants.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of the Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make the Engineer or the Engineer's personnel in any way responsible for those duties that belong to the City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. The Engineer and the Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Engineer's own personnel.

35.2 The presence of the Engineer's personnel at a construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). The Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents or for the safety of persons and property during construction which shall remain the sole responsibility of the construction contractor. Engineer will not bear any responsibility or liability for construction contractor's defects or deficiencies or for the failure to so detect. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. The Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision or agency;

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

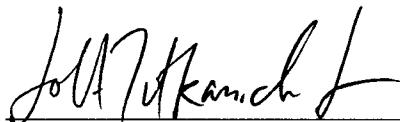
c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than the Engineer's undersigned representative's execution of the Agreement.

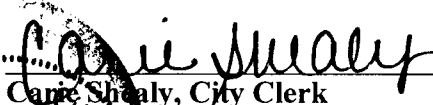
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

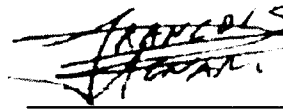

John Titkanich, Jr. , City Manager

ATTEST:


Carrie Shaly, City Clerk

ENGINEER:

Jacobs Engineering, Inc. (Firm name)


_____, Title
Francois D. Menard, P.E., Vice President

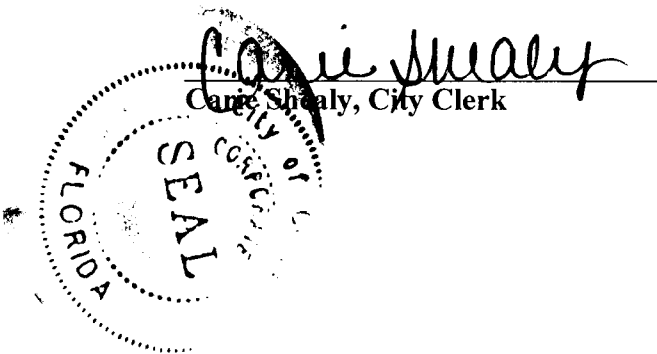


EXHIBIT A
HOURLY RATE SCHEDULE

EXHIBIT "A"**Jacobs Engineering Group Rate Schedule**

Classification	Description	Rate
Engineer 9	Principal	\$235
Engineer 8	Senior Reviewer/Consultant	\$235
Engineer 7	Senior Project Manager	\$235
Engineer 6	Senior Professional Engineer/Scientist/Consultant	\$218
Engineer 5	Mid-Level Professional Engineer/Scientist/Consultant/Project Manager	\$199
Engineer 4	Professional Engineer/Scientist/Consultant/Project Manager	\$169
Engineer 3	Junior Professional Engineer/Scientist/Consultant	\$142
Engineer 2	Project Engineer/Scientist/Consultant	\$120
Engineer 1	Junior Project Engineer/Scientist/Consultant	\$110
Engineer 0	Engineering Intern	\$95
Technician 5	Senior Construction Manager/Senior Designer	\$169
Technician 4	Construction Manager/Senior Technician	\$142
Technician 3	Senior Construction Inspector	\$120
Technician 2	Construction Inspector/Technician	\$110
Technician 1	Junior Construction Inspector/Junior Technician	\$85
Technician Aide	Technical Aide	\$80
Office	Office/Project Administration	\$85

Notes:

1. Billing rates for the City of Cocoa are designated for the length of this Agreement from February 2020 through January 2023.
2. These rates do not include other direct expense cost. Reimbursable other direct expenses shall be billed in accordance with the terms of the contract.
3. Billing rate schedule is for time basis work order and the City will be billed based on actual hours by category designated for an individual employee.
4. Jacobs reserves the right to request rate modifications for any future extensions to this agreement. Rate modifications must be established and agreed upon by both parties.
5. All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost without any mark-up.
6. Travel is reimbursable at the IRS rate for employees and specialists outside the Orlando office only.



Purchasing

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8833

EMAIL: purchasing@cocoafl.org

CITY OF COCOA
AMENDMENT TO CONTINUING SERVICES AGREEMENT
2nd AMENDMENT
JACOBS ENGINEERING GROUP INC.

This SECOND Amendment to the Continuing Services Agreement entered on February 5, 2020, for engineering, design and permitting services is made between the City of Cocoa and Jacobs Engineering Group Inc.

The Parties desire to amend the Agreement as follows:

- A. The Term is extended through February 4, 2027, as allowable under Section 1.1 of the Agreement for an additional two (2) years, which is the second of two renewal options available.
- B. This Amendment increases the cost limitation in Section 2.5 of the Agreement in accordance with the newly amended Consultants' Competitive Negotiation Act (CCNA). The contractual cost limitations are based on Florida Statutes § 287.055, the CCNA. The Florida Legislature has recently amended the CCNA, increasing the cost limitation effective July 1, 2024. Under the newly amended CCNA, the maximum cost for each individual project procured pursuant to the CCNA has risen to \$7.5 Million, plus an annual increase based on the Consumer Price Index (CPI). Accordingly, Section 2.5 of the Agreement is stricken in its entirety and replaced with the following:

No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the thresholds outlined in the Consultants' Competitive Negotiation Act, Florida Statutes § 287.055, ("CCNA"), may be the subject of a Task Order under this Agreement.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Second Amendment to the Continuing Services Agreement.

Jacobs Engineering Group Inc.

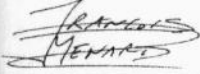
CITY OF COCOA

By: Francois Didier Menard, PE
(Print Name)

By: Michael C. Blake
(Print Name)

Vice President

(Title)

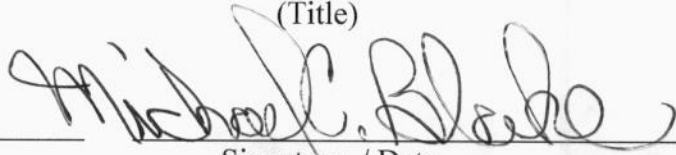


Signature / Date

07/23/2024

Mayor

(Title)



Signature / Date

Attest:



Monica Arsenault, City Clerk

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Jack Walsh, Director, Utilities



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2024

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 LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071 USA	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INDEMNITY INS CO OF NORTH AMER INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 1-212-948-1306 NAIC # 22667 43575
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 555 South Flower Street, Suite 3200 Los Angeles, CA 90071 USA			

COVERAGES

CERTIFICATE NUMBER: 750920128

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G4892007A	07/01/24	07/01/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H10739585	07/01/24	07/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	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? (Mandatory in NH) ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C5072041A (AOS) WCU C57256564 (OH)* SCF C57256710 (WI) WLR C57256667 (AZ)	07/01/24 07/01/24 07/01/24 07/01/24	07/01/25 07/01/25 07/01/25 07/01/25	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 015	07/01/24	07/01/25	PER CLAIM/PER AGG 3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER**CANCELLATION**

City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	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
--	---

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/03/2024

NAME OF INSURED: Jacobs Engineering Group Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

*\$2,000,000 SIR FOR STATE OF: OHIO

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

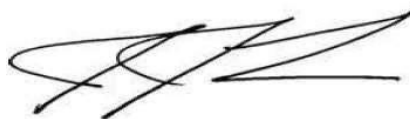
Named Insured Jacobs Solutions Inc.			Endorsement Number 8
Policy Symbol HDO	Policy Number G4892007A	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i.** The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines, positioned above a horizontal line.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

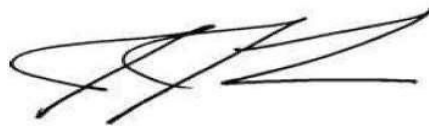
Named Insured Jacobs Solutions Inc.			Endorsement Number 2
Policy Symbol ISA	Policy Number H10739585	Policy Period 07/01/2024 TO 07/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
 - i.** The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii.** This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

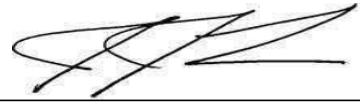
Named Insured JACOBS SOLUTIONS INC. 555 S. FLOWER STREET SUITE 3200 LOS ANGELES CA 90017	Endorsement Number
	Policy Number Symbol: WLR Number: C5072041A
Policy Period 07-01-2024 TO 07-01-2025	Effective Date of Endorsement 07-01-2024
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.
- B.** The Schedule must be initially provided to us within 15 days after:
- i. The beginning of the Policy period, if this endorsement is effective as of such date; or
 - ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.
- C.** The Schedule must be in an electronic format that is acceptable to us; and must be accurate.
- D.** Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.
- E.** We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- F.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- G.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H.** We may arrange with your representative to send such notice in the event of any such cancellation.
- I.** You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- J.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jacobs Solutions Inc.			Endorsement Number
Policy Symbol EON	Policy Number G21655065 015	Policy Period 07/01/2024 to 07/01/2025	Effective Date of Endorsement 07/01/2024
Issued By (Name of Insurance Company) ACE American Insurance Company			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

- A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.
- B. The **Schedule** must be initially provided to **Us** within 30 days after:
- The beginning of the **Policy Period**, if this endorsement is effective as of such date; or
 - This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.
- C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.
- D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.
- E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.
- F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.
- G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.



JOHN J. LUPICA, President
Authorized Representative

INSTALL NEW WELL 17, PROJECT NO. WS20DW



	Description	Accounting	Execution date
Original Task Order Amount	Task Order 2023-31	\$ 227,902.00	7/11/2023
Task Order Amendment No. 1	Jacobs now to provide bidding services and new pump design to original design scope after it was decided City will now advertise construction of above grade wellhead facilities for bidding.	\$ 41,510.00	
	Total Change Orders to Date =	\$ 269,412.00	

From: [Anglely, Richie](#)
To: [David Veloza](#)
Subject: RE: Task Order #2023-31 Amendment 1 comments
Date: Wednesday, March 26, 2025 1:08:36 PM
Attachments: [image001.png](#)
[TO 2023-31 Amendment #1 Well 17 signed.pdf](#)

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi David,

Please see attached revised Amendment 1 for TO 2023-31.

As discussed, the original concept was to have CCI perform the construction for the entire well and wellhead replacement including the components under the Jacobs design services. As the project progressed, it was decided only the well construction and abandonment should be performed by CCI and the remaining portion of the project advertised for bidding by the City. This change in approach requires Jacobs to include the well pump design as part of the design scope of work. Additionally, during design the City requested replacement of the existing pump panel and have it relocated in the new well pump house along with HVAC.

Thank you,

[Richie Anglely, P.E. \(FL\)](#)

Jacobs

Process Mechanical Engineer

407.903.5351

Richie.Anglely@jacobs.com

200 South Orange Avenue Suite 900
Orlando, FL 32801

From: David Veloza <dveloza@cocoaf1.gov>
Sent: Tuesday, March 25, 2025 1:57 PM
To: Anglely, Richie <Richie.Anglely@jacobs.com>
Subject: [EXTERNAL] FW: Task Order #2023-31 Amendment 1 comments

Hi Richie,

The City of Cocoa Purchasing had some comments regarding the Task Order Amendment for Well 17 (see below).

The main comment that they had is that they requested in the Fee Estimate Table (Attachment A) to be updated so that they can see the hour breakdown devoted to the bidding during services (see attached).

I can call you if you have any comments about this request.

Thanks,



From: Brian Dale <bdale@cocoafll.gov>
Sent: Monday, March 24, 2025 8:45 AM
To: David Veloza <dveloza@cocoafll.gov>
Cc: Purchasing <Purchasing@cocoafll.org>
Subject: RE: Task Order #2023-31 Amendment 1 comments

Good morning David. Were you able to get Jacobs to update the estimate with the correct task titles? Also I wanted to know why the pump design was not included in the initial scope. The other contractor for the well installation clearly excluded it. Shouldn't Jacobs have picked up on this in the initial scope of work?

Thanks,

Brian

From: David Veloza <dveloza@cocoafll.gov>
Sent: Friday, March 21, 2025 11:33 AM
To: Brian Dale <bdale@cocoafll.gov>
Cc: Purchasing <Purchasing@cocoafll.org>
Subject: Task Order #2023-31 Amendment 1 comments

Hi Brian,

The last time we spoke you had comments regarding the Task Order #2023-31 Amendment 1 (see attached).
When you return to the office, I will give you another call to ask if you had any other concerns/comments.

Thanks,



PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-264
Prepared By: James Mitchell, Chief Water Plant Operator
Through: John Walsh, Utilities Director
Requested Action: Approve a Budget Transfer for FY25, BAF # 25-052-T, by Transferring Funds from 421-4020-536.52-09 (Chemicals) to 421-4020-536.46-00 (Repairs and Maintenance) to keep Accounts solvent due to Unexpected Repairs to High Service Pumps. Authorize a change order of \$60,000 to the existing purchase order to Stewart Electric Motor Works, Inc piggybacking Brevard County contract 22-23-154-AG for a total amount of \$105,000.

BACKGROUND:

The Dyal WTP has four large High Service Pumps (HSPs) and three Booster Stations that pump water to the distribution system, which in turn supply potable water to the utility customers. Maintaining these pumps in running condition is a critical component of the Dyal Water Treatment Plant. For over fifteen years, Stewarts Electric Motor Works, Inc. of Orlando, Florida has been assisting the City of Cocoa to maintain and repair these critical assets.

Throughout the year, unplanned and unbudgeted expenses may occur. The Dyal WTP had such unexpected repairs to various pumps throughout the Dyal WTP service area which encumbered all the budgeted funds. The Dyal WTP High Service Pump #2 and the 30HP VHS Nidec Washwater Recovery Pump have components that need to be rebuilt and/or replaced. Stewarts Electric Motor Works, Inc. of Orlando, Florida must assess components in house to provide accurate cost estimates. Stewarts Electric Motor Works, Inc. of Orlando, Florida is currently in possession of and has performed the assessments on High Service Pump #2 and the 30HP VHS Nidec Washwater Recovery Pump. Dyal WTP staff would like to waive the competitive bidding process to minimize costs and delays associated with the procurement of another qualified vendor.

The attached budget transfer, BAF 25-052-T, is required to account for the unbudgeted expenses through the use of funds within the various accounts by way of budget transfers.

Staff is requesting City Council approval to transfer funds to cover the cost of repairs and to waive the competitive bidding process for the purpose of utilizing Stewarts Electric Motor Works, Inc of Orlando, Florida to make the required repairs to High Service Pump #2 and the 30HP VHS Nidec Washwater Recovery Pump. Additionally, approval is necessary for Change Order#3 to PO #83185 in the amount of \$60,000.00.

On November 14, 2024, the City Manager authorized a purchase order for \$45,000 with Stewart Electric Motor Works, Inc piggybacking Brevard County contract 22-23-154-AG. However, due to the aforementioned circumstances, the purchase order must now be increased to \$105,000.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No

If not budgeted, is amendment / transfer attached? Yes

BAF# 25-052-T

Amount Requested	(\$60,000.00)
Account Number	421-4020-536.52-09
Account Name	Chemicals

Amount Requested	\$60,000.00
Account Number	421-4020-536.46-00
Account Name	Repairs and Maintenance

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

Change Order Amount: \$60,000.00

Original Purchase Order Amount: \$45,000.00

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date: 2

Total amount in change orders to date: \$29,490.00

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Budget Transfer for FY25, BAF # 25-052-T, by Transferring Funds from 421-4020-536.52-09 (Chemicals) to 421-4020-536.46-00 (Repairs and Maintenance) to keep Accounts solvent due to Unexpected Repairs to High Service Pumps. Authorize a change order of \$60,000 to the existing purchase order to Stewart Electric Motor Works, Inc piggybacking Brevard County contract 22-23-154-AG for a total amount of \$105,000.



SERVICE

Purchase Order

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

**PURCHASE
ORDER NO.****083185**

P.O. Date : 11/13/2024

Change Order Date: 03/26/2025

Change Order No. : 2

VENDOR PHONE : (407)859-1837

VENDOR NUMBER : 828

VENDOR ADDRESS : STEWARTS ELECTRIC MOTOR
WORKS
8951 TRUSSWAY BLVD
ORLANDO, FL 32824

SHIP TO : DYAL WATER PLANT

DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS, FL 32709

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/30/2025	0000048978	10/07/2024	KCOMBS/RU/JM/4020	
FOB	ACCOUNT NUMBER		PROJECT #	BUYER
COCOA	42140205364600		DY20EQ	CHRISTINE SAVAGE

CHANGE ORDER

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	74,000.00 SUM	ELECTRIC MOTOR PUMP REPAIR SERVICES FOR DYAL WTP 001 003 Piggyback Contract number ITB No. 22-23-154-AG made effective November 1st, 2024 through Fiscal Year 2025 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council. 1. Labor Rates-Shop-Straight time Hours-Unit Price \$45.00 2. Labor Rates-Shop-Overtime Hours-Unit Price \$45.00 3. Labor Rates-Field-Straight Time Hours-Unit Price \$115.00 4. Labor Rates-Field-Overtime Hours-Unit Price \$115.00 5. Inspections/Diagnosis Charges-Shop-Unit Price \$0.00 6. Parts & Materials-Actual Coast Pulse % Markup-Unit Price 1X5%	1.0000	74,000.00
2	490.00 SUM	FREIGHT 001 003	1.0000	490.00
		1st CHANGE ORDER ISSUED TO ADD FUNDS, \$29,000.00,		

SERVICE

Purchase Order

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

**PURCHASE
ORDER NO.**

083185



P.O. Date : 11/13/2024

Change Order Date: 03/26/2025

Change Order No. : 2

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
		TO LINE ITEM #1, PER REQ # 49456. COVER FY25 EXPENSES. 2nd CHANGE ORDER ISSUED TO ADD LINE ITEM #2 - FREIGHT = \$490.00.		

TOTAL PURCHASE AMOUNT

\$74,490.00

SERVICE



Purchase Order

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

**PURCHASE
ORDER NO.
083185**

Remit Invoice to:

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

or
Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -


Purchasing/Contracts Manager

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

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

TERMS and CONDITIONS

1. AGREEMENT:

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

2. TIME IS OF THE ESSENCE:

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

3. WARRANTY:

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

4. MODIFICATIONS:

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

5. WAIVER:

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

6. CITY OPTIONS:

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

7. INDEMNIFICATION:

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

8. PATENT INDEMNIFICATION:

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

9. INSPECTION:

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

10. TAXES:

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

11. CONTINGENCIES:

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

12. PRICE PROTECTION:

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

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

13. PACKAGING AND CARTAGE:

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

14. HAZARD:

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

15. QUANTITY:

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

16. ASSIGNMENT:

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

17. CHOICE OF LAW; VENUE:

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

18. PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:

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

19. FISCAL YEAR FUNDING APPROPRIATION:

a) Specified Period.

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

b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.

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

20. FAILURE TO EXECUTE PURCHASE ORDER:

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

21. INDEPENDENT CONTRACTOR:

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

22. OTHER RELATED AGREEMENTS:

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

23. SOVEREIGN IMMUNITY:

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

24. INSURANCE:

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

25. E-VERIFY:

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

[The page contains extremely faint, illegible text, likely bleed-through from the reverse side. The text is organized into several paragraphs across the page, but the characters and words are not discernible.]

MEMO



WEST PALM BEACH

City Attorney

Received
City of West Palm Beach
Mayor's Office

To: Keith A. James, Mayor

From: Melissa P Anderson, Sr. Asst. City Attorney *MPA*

Date: December 4, 2023

DEC 05 2023

Matter No: 31800

Dept: 970 ECR Board

401 Clematis Street

West Palm Beach FL 33401

Re: **Stewart's Electric Motor Works; ECR; Electric Motor & Pump Repair Svcs;
Master**

Transmitted herewith for your signature on behalf of the City, as agent for the ECR Board, are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

ECR Board approval is not required: ☐ Capital: Consulting services <\$25,000/does not exceed Budget category
☐ Capital: Construction <\$100,000/does not exceed Budget category
☐ Construction: Change order for time <30 days.
☒ Operations (470 account): Within detailed Budget amount
☐ Operations (470 account): Less than \$25,000/ not exceed Budget category

ECR Board approval ☐ ECR Board Approval Date:

If a procurement, the procurement method is:

☐ Small Purchase	☐ Quotes	☐ Single Source
☒ Competitive Solicitation	☐ Cooperative	☐ Sole Source
☐ Emergency Procurement	☐ Piggyback	☐ _____

Procurement No. 22-23-154-AG

Contract/ CO/ WO Amount: \$ Est. Expiration Date: December 2025

Contract Term: 2Yrs Renewal: 3- 1 years

Applicable EEO Program: N/A

To: Office of the City Clerk

Please: Attest to the execution by the Mayor and insert the date.

Estimated Record Retention Review: January 2030

Please retain one original as a public record and forward the other original with a copy of this memo to:

Ed Shelton, ECR Plant, Public Utilities

To: Ed Shelton, ECR Plant,

Please forward the fully-signed original contract to the contractor/vendor. Request W-9 if not provided.

fdo

DEC 06 2023

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

1 – City original; 2- Department; 3- EEO Office



EAST CENTRAL REGIONAL
WASTEWATER TREATMENT FACILITY

SERVICE AGREEMENT
(Electric Motor and Pump Repair)

WPB No: 31800

Procurement No. ITB 22-23-154-AG

THIS CONTRACT is made by and between **EAST CENTRAL WASTE WATER TREATMENT FACILITY BOARD ("ECR")**, by and through its agent, the CITY OF WEST PALM BEACH, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City") and **STEWART'S ELECTRIC MOTOR WORKS, INC.**, a Florida corporation, with an principal address of 8951 TRUSSWAY BLVD., ORLANDO, FL 32824 (FEI/EN#59-2189032) ("Contractor").

WHEREAS, the Contractor has submitted Contractor's proposal (the "Proposal") in response to ECR's procurement solicitation ITB 22-23-154-AG (the "Procurement Solicitation"); and

WHEREAS, the ECR desires to engage Contractor to provide such electric motor and pump repair services according to this Contract and the conditions set forth herein; and

WHEREAS, Contractor has agreed to perform the services, as described below for the ECR in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the ECR and Contractor do hereby agree as follows:

1. SERVICES.

1.1 Services. Contractor shall provide all equipment, materials and labor necessary to provide electric motor and pump repair (the "Services") to the ECR, as more fully described in its proposal, attached as **Exhibit A** and incorporated into this Contract. In the event of a conflict between the **Proposal/Exhibit A** and this Contract, the Contract shall control.

1.2 Purchase Orders/Work Orders. All work performed under this Agreement shall ordered from Contractor through either a Purchase Order or Work Order. Time shall be of the essence with respect to all matters set forth in this Contract. No Purchase Order or Work Order may be issued for services to be completed after the expiration of the contract.

1.21 Purchase Order. Services in an amount less than \$10,000.00 may be requested by Purchase Order issued by the City. Each Purchase Order will detail the scope of work, schedule for completion and compensation based on the rates and prices established in the contract. All such work shall be performed and invoiced pursuant to the terms of the contract. All terms and conditions of the contract will be applicable to each Purchase Order. Upon completion of each work task, the Contractor will submit a separate invoice, along with the Purchase Order, indicating the date work was performed, the description of the person performing the work, and the rates and work performed, identifying the person or job title that performed the work and the rates and charges based on the contract.

Emergency work or work determined by the City's to require immediate services may be ordered by the City by issuance of a Purchase Order, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the contract. Upon completion of each work task, the Contractor will submit a separate invoice specifying the date work was performed, a description of the work performed, identifying equipment utilized, the description or class of laborer performing the work, the rates and prices charged. All rates and charges shall be in accordance with the contract.

31800
112823

1

1.22 Work Orders. Services in the amount of \$10,000.00 or more will be requested in advance by the City via written work order signed by the contractor and City. Work orders (sample attached as **Exhibit B**) will be issued by the City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in the contract. No work is authorized until a work order is fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of the contract will be applicable to each Work Order. Upon completion of Work Order task, the contractor will submit a separate invoice, a copy of the Work Order and the appropriate completed Small Business or MWBE participation form. Invoiced rates and charges shall be based on the contract.

1.3 Standard of Care. Contractor shall render the Services in a diligent, careful and thorough manner consistent with good business practice. The standard of care for all Services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

1.4 Change of Services. The ECR reserves the right to delete or revise the Services at any time during the contract term when and where deemed necessary. Deletions may be made at the sole discretion of the ECR at any time during the term of this Contract. Any change in Services shall be evidenced by a written amendment to this Contract.

2. CONTRACT TERM.

2.1 Term. The term of this Contract shall commence upon full execution of this Contract and shall continue and remain in full force and effect for two (2) years therefrom, unless terminated earlier as provided herein. No price increase will be accepted during the initial (base) term of the contract. Any renewals will be subject to the appropriation of funds by the ECR.

2.2 Renewal. Upon mutual agreement, the contract may be renewed for up to three (3) additional one-year terms. Option to renew will only be effective upon a written contract amendment executed by both parties. Following the initial term and in conjunction with a renewal of the Contract, a request for price adjustment may be considered. The City and contractor may mutually agree to a price adjustment, not to exceed the change in the Consumer Price Index for all Urban Consumers (CPI-U) for the Miami-Ft. Lauderdale-West Palm Beach area for the prior contract period. No more than one price adjustment will be considered during the renewal term. Contractor may request a price adjustment by submitting a written request to the Procurement Official a minimum of one hundred twenty (120) days prior to the commencement of the upcoming renewal term. Such price adjustment request shall be accompanied by contractor's documentation to substantiate the need for the price adjustment. The request shall be submitted on contractor's official company letterhead, and be dated and signed by an authorized company official.

3. COMPENSATION.

3.1 Fee. In consideration of the satisfactory performance by Contractor of the Services and its obligations under this Contract, the ECR shall pay Contractor pursuant to the fee schedule contained in **Exhibit A**. The Fee shall be the sole compensation paid to Contractor in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Contractor.

3.2 Invoices. Invoices must identify the PO number and WPB Number.

Submit by email. Invoices shall be emailed to: wpbap@wpb.org.

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable,
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly.

Invoices received from Contractor pursuant to this Contract shall be reviewed and are subject to the prior approval of the ECR to determine if a complete invoice with all required information has been presented and if the Services have been rendered in conformity with this Contract. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the ECR. The Contractor will submit a Subcontractor Utilization reporting form with each invoice. Contractor shall provide a W-9 to ECR with first invoice.

All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year.

If Contractor fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

3.3 Payment.

Electronic Deposit. Payment will be made by electronic deposit (ACH) based on the directions provided from Contractor.

Payment of Fees will be made upon approval of invoices, in accordance with any Payment Schedule, and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Contract. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

3.4 Taxes. Contractor understands that in performing the Services for the ECR, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Contract. Contractor shall not be authorized to use the ECR's tax exemption number for purchasing supplies or materials.

3.5 Availability of Funds. This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the ECR. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, the ECR may terminate this Contract upon twenty-four (24) hour notice to Contractor. The ECR shall be the sole and final authority as to the availability of funds.

4. DAMAGE TO PERSONS OR PROPERTY. Contractor shall at all times guard against damage or loss to persons or the property of the ECR and shall be held responsible for replacing or repairing any such loss or damage. The ECR may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of Contractor or its agents or employees. Any damage caused by Contractor's vehicles, equipment or employees to ECR property or to public property shall be promptly repaired and restored to the pre-existing condition by Contractor at no cost to the ECR. Contractor is responsible for making these repairs pursuant to any permits or licenses that may be required. The responsibility for all damage to persons or property arising out of or on account of the Services performed under this Contract shall rest upon Contractor and it shall save the ECR harmless from all claims made on account of such damages.

5. left blank intentionally

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR

6.1 Authority. Contractor hereby represents and warrants to the ECR that it has full power and

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authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

6.2 **Duly Licensed.** Contractor represents that it is duly licensed to perform the Services under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **Non-Discrimination.** In performing the Services under this Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

6.4 **Convicted Vendor List.** Contractor represents that the execution of this Contract will not violate Section 287.133, Florida Statutes and certifies that Contractor and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Contractors have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal to under this RFQ. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from ECR/City's competitive procurement activities.

6.5 **Discriminatory Vendor List.** In accordance with Fla. Stat. Sec. 287.134, Contractor represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from ECR/City's competitive procurement activities.

6.6 **Scrutinized Companies List.** Pursuant to Fla. Stat. Sec. 287.135, Contractor represents that Contractor is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Contractor further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from ECR/City's competitive procurement activities.

6.7 **E-Verify.**

a) In compliance with Section 448.095, Fla. Stat., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Contractor during the term of this Agreement. Contractor shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of this Agreement. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) The ECR, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Contractor acknowledges that upon termination of this Agreement by ECR for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the ECR as a result of termination of any contract for a violation of this section.

c) Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

6.9 **Federal Requirements.** Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

6.10 **Lobbying Certification.** Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

6.11 **Independent Contractor.** Contractor acknowledges and agrees that Contractor is an independent contractor of the ECR. Contractor more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Contractor will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the ECR to Contractor under this Contract. Contractor shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Contractor's employees who provide Services under this Contract. Contractor acknowledges that it shall have no authority to bind ECR to any contractual or other obligation whatsoever. Contractor shall be responsible to the ECR for all work or services performed by Contractor or any person or firm engaged as a sub-contractor or subcontractor to perform work in fulfillment of this Contract.

6.12 **No Conflicts.**

a) Contractor represents that it has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.

b) Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City, the ECR, or any City agency or selection committee.

c) Contractor represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, any other City employee, or any officer or employee of any firm providing staffing for the ECR, without prior approval.

d) Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

e) Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, any officer or employee of any firm providing staffing for the ECR or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.

f) Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. The Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.

g) Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Contract.

h) Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

i) Contractor shall promptly notify the ECR in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the ECR, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the ECR shall so state in its opinion and the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the ECR by Contractor under this Contract.

j) In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

6.13 No Solicitation. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the ECR shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. PROPERTY RIGHTS.

7.1 Work Product. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the ECR upon their creation without restriction or limitation on their use and will be made available, upon request, to the ECR at any time during the performance of such Services, at no additional cost. Upon delivery to the CEA of said work product, the ECR will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material or work product developed under this Contract. Any reuse of Contractor's prepared documents by the ECR, except for the specific purpose intended hereunder, will be at ECR's sole risk and without liability or legal exposure to Contractor or its sub-contractors.

7.2 Deliverables. Contractor shall deliver to the ECR for approval and acceptance, and before being eligible for final payment of any amounts due under this Contract, all documents and materials prepared for the ECR in connection with this Contract. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

8. PUBLIC RECORDS LAW

Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Contract.

Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by ECR/City.

A request to inspect or copy public records relating to this Contract must be made directly to the ECR/City. If the ECR/City does not possess the requested records, the ECR shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the ECR or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the ECR, upon request, in a format that is compatible with the information technology systems of the City. Failure of the Contractor to provide public records to the ECR within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the ECR, in addition to any other remedies available under the Contract or by law.

Upon completion of the Contract, Contractor shall transfer, at no cost, to the ECR all public records in possession of Contractor. Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE ECR'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

9. **FORCE MAJEURE.** Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring which impact the Services to be provided: fire, explosion, power blackout, tropical storm or hurricane, flood, earthquake, volcanic action, epidemic or pandemic, war, civil disturbances, terrorist acts, strike, executive order or order of any government, court or regulatory body with jurisdiction or other similar causes beyond the reasonable control of a party, acts of God, or any other cause which may be legally cognizable or recognizable as "force majeure" under Florida law; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis; provided that no such extension shall be made unless notice thereof is presented by Contractor to ECR in writing within five (5) business days after the start of the occurrence of such delay. Where applicable, the party so delayed shall use reasonable efforts to remedy or remove such causes of non-performance. The party delayed shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

10. **INSURANCE.**

10.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

10.2 Coverage shall be maintained without interruption from the effective date of this Contract until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

10.3 The ECR shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Contractor's self-insurance retention.

10.4 **Required Coverage:** Contractor shall maintain following liability coverage, in the limits specified:

Commercial General Liability. Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars (\$2,000,000) (aggregate) and One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include

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coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding \$25,000.

☐ Commercial General Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Business Automobile Liability: Business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles. May not be subject to a self-insured retention or deductible exceeding \$10,000.

☐ Automobile Liability Insurance is waived by the Department Director.

Dept. Director Signature _____

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

☐ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

Provider Signature

10.5 **Additional Insureds.** All required insurance (except Worker's Compensation) shall include an Additional Insured endorsement identifying "the East Central Regional Wastewater Treatment Facilities Board, the City of West Palm Beach, their commissioners, officers, employees and agents", as Additional Insureds. No costs shall be paid by the ECR for an additional insured endorsement.

10.6 **Certificate of Insurance.** Contractor shall provide the City Risk Manager or the ECR project manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Contractor's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the ECR. It is Contractor's responsibility to ensure that the Risk Manager and the ECR both have a current Insurance Certificate and endorsements at all times.

10.7 **Renewal of Insurance:** Contractor shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Contractor shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the ECR at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, ECR may suspend this Contract until such time as the new or renewed certificate/endorsements are received by ECR.

10.8 **Waiver of Subrogation.** The ECR and Contractor waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the ECR as trustee.

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The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11. INDEMNITY. Contractor agrees to indemnify, defend, save and hold harmless the ECR, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from ECR, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the ECR, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. ECR reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the ECR, any sums due Contractor under this Contract may be retained by ECR until all of ECR's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by ECR. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify the ECR for its own negligence, or intentional acts of the ECR, its agents or employees. The Contractor and ECR agree that any contractual claims against ECR shall be no exceed the limits of sovereign immunity. Nothing in this Contract shall be deemed to be a waiver of the ECR's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

12. NOTICES. All written notices, demands and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Contractor at the address on the first page of this Contract; or to the ECR c/o the City of West Palm Beach, Attn: City Administrator, 401 Clematis Street, West Palm Beach, FL 33401 with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

13. INSPECTOR GENERAL. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from Contractor and its subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by ECR to be a material breach of the Contract justifying its termination.

14. NO LIEN. The Contractor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the CEA, against any ECR property or money due or to become due for any work done or materials furnished under this Contract by Contractor.

15. TERMINATION.

15.1 Either party may terminate this Contract for cause in the event that the other party: (1) violates any material provisions of this Contract or performs same in bad faith; or (2) provides Services that do not comply with the specifications or requirements of this Contract; or (3) unreasonably delays in the performance of its obligations under this Contract, after written notice to said defaulting party and the opportunity to cure the default within a reasonable period. Upon failure to cure, this Contract may be terminated upon five (5) days written notice. An opportunity to cure shall not be required for multiple defaults of the same cause.

15.2 In the event of termination for cause, no payments to Contractor shall be made (1) for Services not satisfactorily performed; or (2) for assembly of and submittal of documents and public records as required under this Contract. In no event shall ECR be obligated to compensate Contractor for lost profits, or any resulting or consequential damages.

15.3 In the event of termination, the ECR shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Contract.

15.4 This Contract may be terminated for failure by the Contractor to comply with the Public Records provisions of Chapter 119, Florida Statutes.

15.5 The ECR shall have the right to terminate this Contract, in whole or in part, without cause, upon three (3) days written notice to Contractor, when the ECR determines that continuation of this Contract would not produce beneficial results commensurate with the expenditure of public funds.

15.6 In the event of termination, Contractor shall immediately deliver all documents, written information, electronic data, public records, and other materials concerning this Contract in Contractor's possession to the ECR, without additional cost, and shall cooperate in transition of its duties to appropriate parties at the direction of the ECR.

15.7 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

16. REMEDIES.

16.1 The parties shall be entitled to all remedies available under this Contract, at law or in equity. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Contract or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in the event of a breach or violation of the Contract by Contractor, Contractor may be subject to debarment or suspension from consideration for the award of additional contracts from the ECR/City, pursuant to the terms and procedures set forth in the City Code.

16.2 No provision of this Contract is intended, nor shall be construed to, create any third party beneficiary or provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or any employee of the ECR or Contractor.

17. GOVERNING LAW; JURISDICTION; VENUE. This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The ECR and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*.

18. WAIVER OF JURY TRIAL. THE ECR AND CONTRACTOR HEREBY MUTUALLY KNOWINGLY, WILLINGLY AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY, AND NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS CONTRACT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER AND SHALL BE SUBJECT TO NO

EXCEPTION. NEITHER THE ECR NOR THE CONTRACTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

19. INSPECTOR GENERAL. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the ECR to be a material breach of this Contract justifying its termination.

20. ATTORNEY FEES. In the event suit is filed to construe or enforce this Contract, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

21. RIGHT TO AUDIT. Contractor shall maintain adequate records for the Services performed under this Contract for five (5) years following completion of the Services, or conclusion of any litigation regarding this Contract. The ECR/City shall have the right to audit Contractor's books and records, at the ECR's expense, upon prior notice, with regard to the Services provided to the ECR under this Contract. Contractor shall allow the ECR/City or its representative to interview all current or former employees to discuss matters pertinent to this Contract. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the ECR in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the ECR/City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of the audit findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the ECR. In addition to the foregoing, Contractor's consents to the ECR/City requesting from the Contractor's insurance carriers confirmation of any fees paid to Contractor arising out or related to the insurance coverages during the term of this Contract.

22. FEMA REIMBURSEMENT REQUIREMENTS.

Contractor provides services that the ECR/City may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that in such event, the ECR/City may apply to the State of Florida or the federal government for funds which will be used to pay Contractor or reimburse the ECR/City for payments made to Contractor. FEMA will only consider reimbursing contracts which contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The ECR/City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in Exhibit C (the "FEMA Requirements") shall apply. The FEMA Requirements shall only modify this Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

23. TIME OF ESSENCE. Time shall be of the essence for each and every provision of this Contract.

24. ASSIGNMENT. This Contract requires the skills and experience of Contractor and may not be assigned by Contractor without the ECR's prior written consent. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

25. SEVERABILITY. In the event that any term or provision of this Contract shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Contract, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the maximum extent permitted by law.

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26. WAIVER. Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Contract, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Contract.

27. CONTROLLING PROVISIONS. Except as otherwise specifically provided in this Contract, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the procurement solicitation or the Proposal, the provisions shall be given precedence in the following order: (1) this Contract, (2) the procurement solicitation; (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents

28. AMENDMENT. This Contract may only be modified by written amendment executed by the City and Contractor. Any amendments to this Contract: (1) shall be subject to the mutual written Contract of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the ECR. It is expressly understood, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Contract unless it is reduced to writing in accordance with this paragraph.

29. NO VERBAL CONTRACTS. No verbal contract or conversation with any officer, agent or employee of ECR either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments shall be in writing and executed by the authorized representatives of Contractor and ECR. The Chair of the ECR Board (City Mayor), or a City Commissioner in the Chair's absence, are authorized representatives of the ECR for the execution of contract documents.

30. EXHIBITS. The Exhibits referenced in this Contract are incorporated into this Contract, regardless of whether they are attached.

31. COUNTERPARTS; ELECTRONIC SIGNATURES. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original; and such counterparts will constitute one and the same instrument. A facsimile or electronic transmission of this Contract with a signature on behalf of a party will be legal and binding on such party.

32. ENTIRE CONTRACT. This Contract including the Exhibits, the procurement solicitation and the Proposal, all of which are incorporated into this Contract in their entirety, embody the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersede all prior and contemporaneous Contracts and understandings, oral or written, relating to said subject matter.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Services Contract as of the day and year executed below.

CONTRACTOR

By:

Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

ATTEST:

EAST CENTRAL REGIONAL WASTE WATER
TREATMENT FACILITY OPERATIONS BOARD

By its agent,
CITY OF WEST PALM BEACH

By:

Sharon E. Green
City Clerk

By:

for Keith A. James, Mayor

City Attorney's Office
Approved as to form and legality

By:

MD

Date:

12/5, 2023

City of West Palm Beach

(B1)

BID PACKAGE COVER SHEET

ITB No. 22-23-154-AG

Title: Electric Motor and Pump Repair Services (Re-Bid)

Bidder Company Name:

STEWART'S ELECTRIC MOTOR WORKS, INC.

Enclose the following documents:

- ☒ 1. Bid Package Cover Sheet. (B1)
- ☒ 2. Bid and Affidavit (B2) **Must be signed and notarized**
- ☒ 3. Schedule of Bid Items (B3) **Must be signed**
- ☒ 4. Substitution Sheet (B4)
- ☒ 5. Schedule of Subcontractors (B6). If none, mark "None".
- ☒ 6. Drug Free Certification (B8)
- N/A 7. Statement of Small Business Participation (SB01) Attach small business certifications.
- N/A 8. Small Business - Letter of Intent (SB03)
- N/A 9. Statement of MWBE Business Participation (MB01) Attach MWBE certifications
- N/A 10. MWBE - Letter of Intent (MB03) (if applicable.)
- ☒ 11. Bidder Information (C). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- ☒ 12. References (D)
- ☒ 13. Equal Benefits Certification (E)
- ☒ 14. Legal Proceedings (M)
- ☒ 15. Bid bond or deposit (if required)
- ☒ 16. Copies of licenses, certifications and registrations

Clearly mark the outside lower left corner of the Envelope with the Invitation to Bid number and title, and the Date and Time for the bid closing deadline.

Submit one (1) original, one (1) electronic version and one (1) photocopy of your Bid package

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms (B1 – B3) and must be signed by an officer authorized to bind the Bidder.

Incomplete or missing forms may be cause for disqualification.

BID & AFFIDAVIT (B2)

ITB # 22-23-154-AG

ITB TITLE: Electric Motor and Pump Repair Services (Re-Bid)

Proposal of: STEWART'S ELECTRIC MOTOR WORKS, INC.

(Bidder Company Name)

Bid Amount: \$ N/A

See Schedule of Bid Items

(Write Dollar Figure Here)

The Bidder agrees to furnish the services and/or goods and products required under the referenced ITB and includes all labor, equipment, tools, materials, supplies, permits, transportation and services to be provided by Contractor to fulfill Contractor's obligations under the contract and Contractor shall provide the services and/or goods and products in accordance with the terms and conditions of this ITB and any resulting contract for the amount indicated above.

The undersigned Bidder hereby acknowledges and certifies that:

1. **Good Faith.** Bidder represents that the Bid is made without connection with any persons, company or party submitting another Bid, and that it is in all respects fair and in good faith without collusion or fraud.
2. **No Solicitation or Contingent Fee.** Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder, to solicit or secure an award under this ITB 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 Bidder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award under this solicitation.
3. **Fully Examined.** The Bidder has carefully and to its full satisfaction examined this Invitation to Bid and Bidder has read all issued addenda issued.
4. **No Lobbying.** Bidder acknowledges that contact by a Bidder, or anyone representing a Bidder, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division or the Office of Small and Minority Business, is grounds for disqualification.
5. **Small / MWBE Business Participation.** The Small Business / MWBE participation for the contract to be awarded under this ITB is **0 %**.
6. **Authorized.** Bidder is authorized to do business under the laws of the State of Florida.
7. **Insurance.** Bidder certifies that it can provide the insurance coverage specified in the ITB.
8. **Business Tax Receipt.** Bidder certifies that it can provide a business tax receipt as required.
9. **Financial.** Bidder certifies that Bidder has not filed for bankruptcy in the past five (5) years and that it is financially solvent as of this date.
10. **Ethics.** Bidder, or any officer, member, partner, director or executive of Bidder or any parent corporation, are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal state, or local government agency contract. Bidder and its officers has not been indicted or convicted of bribery, theft,

forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud, or other offense indicating a lack of business integrity or honesty; any prior violation of the City's ethical standards; suspension or debarment by the City or another government entity.

11. No Employment Violations. Bidder certifies that it has not been found guilty by a court of any violation of labor or employment laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security or Medicare tax, wage or hour or prevailing rate laws within the past 5 years.

14. Convicted Vendor List. Bidder certifies that it has not been placed on the Convicted Vendor List maintained by the State of Florida for a period of 36 months from the date of this Bid.

15. Discriminatory Vendor List. Bidder certifies that it has not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

16. Scrutinized Companies List. Bidder certifies that Bidder's company, principals, or owners are not listed on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. If this Bid is equal to or greater than One Million Dollars (\$1,000,000), Bidder further certifies that Bidder's company, principals, or owners are not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba.

16. E-Verify. Bidder will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Bidder during the term of the awarded contract.

17. Use of Funds. Bidder certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this ITB will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

18. Conflict of Interest. Bidder has disclosed any actual, apparent or potential conflicts of interest that are present or could develop with respect to providing services under this solicitation any parties to this solicitation or any third parties. Bidder has identified below the name of any officer, director, employee or agent who is also an employee or official of the City of West Palm Beach or any West Palm Beach agency. Further, Bidder has disclosed the name of any City official or employee or official who owns, directly or indirectly, interest of ten percent (10%) or more in the Bidder's firm or any of its affiliates or team members. The existence of any such conflicts of interest will not automatically disqualify any Bidder from consideration. The City will evaluate such disclosures and determine whether they are disqualifying or subject to possible mitigation measures. Disclosures of any conflict are attached to this Bid.

19. Bid Incorporated into Contract. Bidder agrees that its Bid may become part of any contract entered into between the City and the Bidder.

20. No Liability for Disclosure. Bidder recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Bidder may suffer from the disclosure of Bid Information to third parties.

21. Contract Execution Time. Bidder furthermore agrees that, if awarded a contract, failure of Bidder to execute a contract and provide all required documents within ten (10) calendar days of receipt of the contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

22. Bidder acknowledges that ADDENDA NO(S). NONE have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

23. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

24. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

BIDDER:

Bidder Name: STEWART'S ELECTRIC MOTOR WORKS, INC. FEIN: 59-2189032

State of Incorporation: FLORIDA

Authorized
Signature:

Paul E. Stewart

Date:

09/15/2023

Printed Name:

PAUL E. STEWART

Title:

VICE PRESIDENT

Bidder Address:

8951 TRUSSWAY BLVD.

ORLANDO, FLORIDA

Telephone:

407-859-1837

Email address:

paul@semw.net

STATE OF

Florida

SS:

COUNTY OF

Orange

On this September 15, 2023 (Date), the foregoing Affidavit of Bidder was acknowledged before me by means of ☒ physical presence or ☐ online notarization

by:

Paul E. Stewart

(Name), the

Vice President

(title) of

Stewart's Electric Motor

(Bidder)

☒

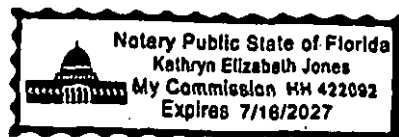
who is personally known to me or ☐ who has produced

as identification

Kathryn E. Jones

Notary Public

[Notary seal]



Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

Submittal of false information are grounds for disqualification or suspension.



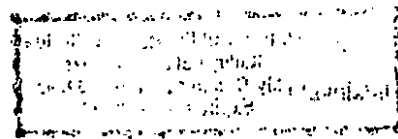
WEST PALM BEACH

ITB # 22-23-154-AG

SCHEDULE OF BID ITEMS

(B3)

PLEASE SEE EXCEL WORKSHEET





City of West Palm Beach
SCHEDULE OF BID ITEMS

ITB # 22-23-132-AG

Electric Motor and Pump Repair Services

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
Labor Rates - Shop			
1	Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	\$45.00
2	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	\$45.00
Labor Rates - Field			
3	Straight Time Hours Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	\$115.00
4	Overtime Hours Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	\$115.00
Inspection/Diagnosis Charges - Shop			
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	\$0.00
Parts & Materials			% Markup
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a percent (%) markup, not to exceed 5%. Evidence of actual costs shall be required through submittal of actual invoices.	% Markup	5.0%

Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder

Paul E. Stewart

Paul E. Stewart

Vice President

Date: September 15, 2023

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.
END OF SCHEDULE OF BID ITEMS

*BIDDERS: THE CITY/ECR HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

BIDDER INFORMATION

(C)

Company Name: STEWART'S ELECTRIC MOTOR WORKS, INC.State of Incorporation: FLORIDABidder Address: 8951 TRUSSWAY BLVD.ORLANDO, FLORIDA 32824Telephone: 407-859-1837Email address: paul@semw.netWeb Site (if applicable): www.semw.netFederal Identification Number: 59-2189032
Mandatory.**Company Representative – contact for questions**Name & Title: PAUL F. STEWART VICE PRESIDENT407-859-1837 407-8448-0899 paul@semw.net
Phone No. Mobile Phone No. Email AddressNumber of Years Company has been in business: 41 yearsA. EASA Certified ☒ Yes ☐ No (Attach Copy)EASA HAS TWO TYPES OF MEMBERSHIP "ACCREDITED" (CERTIFIED)
AND NONE "ACCREDITED" OR STANDARD MEMBERSHIPB. ISO 9001 Certified ☐ Yes ☒ No (Attach Copy)**Order and Emergency Contact (24/7/365)**Name & Title: PAUL F. STEWART
407-859-1837 407-448-0899 paul@semw.net
Phone No. Mobile Phone No. Email AddressAuthorized Signature: Paul E. Stewart Date: 9/15/2023Printed Name: PAUL F. STEWART Title: VICE PRESIDENTFailure to fully complete and sign this Bid Form may result in rejection of the Bid.

REFERENCES

(D)

Bidder must provide a minimum of three (3) references for whom Bidder has provided products/materials and services of a similar nature and product type as described in this solicitation.

The reference contact person must have personal knowledge of the Bidder's performance. Bidder is responsible for verifying contact information. Failure to provide accurate data may result in the reference not being obtained. Submit additional Reference (D) Form as necessary to provide additional references.

1. Owner's Name & Address: CITY OF WEST PALM BEACH
1009 BANYAN BLVD. WEST PALM BEACH, FL. 33401
Project: WTP: ELECTRIC MOTORS + PUMP REPAIRS MASTER ^{Contract #} 21128-032
Contact Person MARVIN CRUZ
Telephone: 561-822-2267 E-Mail: macruz@wpb.org
Product or Service Supplied ELECTRIC MOTOR AND PUMP REPAIR SERVICE
Service Dates APRIL 4, 2018 TO JANUARY 4, 2024
2. Owner's Name & Address: CITY OF WEST PALM BEACH (ECR)
EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITY OPERATION BOARD
Project: ECR WASTEWATER TREATMENT FACILITY MASTER SERVICES AGREEMENT
Contact Person ED SHELTON ^{CONTRACT #} 21141-74
Telephone: (561)-622-2463 E-Mail: eshelton@wpb.org
Product or Service Supplied PUMP AND OTHER MECHANICAL REPAIRS
Service Dates APRIL 30, 2018 - OCTOBER 26, 2023
3. Owner's Name & Address: CITY OF WEST PALM BEACH
ECR 4375 FASLEY DRIVE, WEST PALM BEACH, FL. 33417
Project: ECR WTP FACILITY MASTER SERVICES AGREEMENT ^{CONTRACT #} 21141-74
Contact Person JAMES LOONEY
Telephone: (561)-246-7240 E-Mail: JLooney@wpb.org
Product or Service Supplied ELECTRIC MOTOR REPAIR
Service Dates APRIL 30, 2018 - OCTOBER 26, 2023

Bidder: STEWART'S ELECTRIC MOTOR WORKS, INC.

Authorized Signature:

Paul E. Stewart

Date: 9/15/2023



WEST PALM BEACH

(A1)

ITB 22-23-152-AG

Contractor's Experience and Knowledge

Bidder/Contractor Name: STEWART ELECTRIC MOTOR WORKS INC.

Bidders shall circle their response to the questions below and submit with their bid. Bidders shall attach documentation requested and are encouraged to attach additional information if applicable. If answering "No" to any of the questions below, please provide justification for consideration.

1. Documented Quality control procedures ☒ Yes or No (Circle Your Answer)
2. Active annual calibration program for all equipment, meters, hand held tools and any other testing devices used in repairs. This program will be administered by a third party and all calibrations to be traceable to NIST standards. ☒ Yes or No
3. Have a minimum six (6) foot VPI System capable of holding a vacuum of one (1) Torre for a minimum of five (5) hours and the capability of pressurizing the vessel to 95 pounds per square inch (psi) for a period of eight (8) hours minimum. VPI system to use epoxy resin Class "F" or higher Insulation (Polyester varnish not acceptable) only for medium and low voltage repairs. ☒ Yes or No
4. Have a minimum 5 foot "Dip Tank" with epoxy resin Class "F" OR HIGHER Insulation (Polyester varnish not acceptable). ☒ Yes or No
5. Have Dynamic Balancing Machine for balancing rotors, fans, impellers, etc. Balancing machine must be capable of generating a balance report that shows unbalance before and balance after correction, in both planes. Generated report to indicate corrective weight with (in-pounds) units. ☒ Yes or No
6. Have calibrated vibration equipment for in shop and Field Service vibration analysis. ☒ Yes or No
7. Have balancing equipment and field service technician for use in Field Service. ☒ Yes or No
8. Have a trained certified employee with a minimum vibration certification level 1 (copy of certification must be attached). ☒ Yes or No
9. Have an in house motor test bed used to bolted down motors for testing, must be able to provide test bed mass. ☒ Yes or No
10. Have the capabilities of running all motors at full rated voltage for extended period of time. ☒ Yes or No
11. Have voltage capability 0 to 7200 Volts. ☒ Yes or No
12. Have Core Loss Tester with computer generated reports. ☒ Yes or No
13. Have Motor Surge Tester and High Pot with computer generated reports. ☒ Yes or No

14. Have temperature controlled water paralysis burn out oven with chart recorded to record temperature. ☒ Yes or No
15. Have crane (lifting) capacity to lift any of our equipment. ☒ Yes or No
16. Have Laser Alignment equipment and technician for Field Service. ☒ Yes or No
17. Have full in house machine shop. ☒ Yes or No
18. Be available 24/7/365 for emergencies and field service. ☒ Yes or No
19. Be available to respond to the City's facilities for emergencies with four (4) hours of notification. ☒ Yes or No
20. Authorized by Underwriters Laboratories (UL) to repair "explosion proof motors" maintaining their UL Certification. ☒ Yes or No

Bidder: STEWART'S ELECTRIC MOTOR WORKS, INC.

Authorized Signature:

Paul E. Stewart

Date: 9/15/2023

ITB # 22-23-154 AG

SUBSTITUTION SHEET (B6)

This form must be completed if Bidder proposes to deviate from any specifications or contract requirements.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
<u>N/A</u>			\$ <u>N/A</u>	\$ <u>N/A</u>
			\$ _____	\$ _____
			\$ _____	\$ _____
		<u>N/A</u>	\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

Bidder: STEWART'S ELECTRIC MOTOR WORKS, INC.

Authorized Signature: Paul E. Stewart Date: 9/15/2023

The following is a complete list of all subcontractors to be utilized for the contract. This schedule will become a part of the contract. Changes made to subcontractors after the contract has been executed must be submitted in writing to the City's project manager for approval prior to that subcontractor performing any work.

			Dollar amount of subcontract work
1.	<u>N/A</u> (company name)	<u></u> (type of work)	\$ <u>N/A</u>
	<u></u> (address)	<u></u> (tel. #)	
	<u></u> (zip code)	<u></u> (federal I.D. #)	
2.	<u>N/A</u> (company name)	<u></u> (type of work)	\$ <u>N/A</u>
	<u></u> (address)	<u></u> (tel. #)	
	<u></u> (zip code)	<u></u> (federal I.D. #)	
3.	<u>N/A</u> (company name)	<u></u> (type of work)	\$ <u>N/A</u>
	<u></u> (address)	<u></u> (tel. #)	
	<u></u> (zip code)	<u></u> (federal I.D. #)	
4.	<u>N/A</u> (company name)	<u></u> (type of work)	\$ <u>N/A</u>
	<u></u> (address)	<u></u> (tel. #)	
	<u></u> (zip code)	<u></u> (federal I.D. #)	

Total dollar amount to be awarded to Subcontractors

\$ N/A

Bidder: STEWART'S ELECTRIC MOTOR WORKS, INC.

Authorized Signature: Paul E. Stewart

(B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Sect. 287.087.Fla. Stat., hereby certifies that

STEWART'S ELECTRIC MOTOR WORKS, INC. does:
(Name of Business)

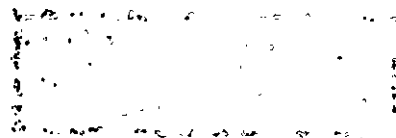
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Authorized Signature: Paul E. Stewart

Print Name: PAUL E. STEWART

Date: 9/15/2023



EQUAL BENEFITS CERTIFICATION

(E)

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of \$50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the City shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☒ 1. The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ 2. The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

- ☐ The firm's price for the contract term awarded is \$50,000 or less.
- ☐ The firm employs less than five (5) employees.
- ☐ The firm does not provide benefits to employees' spouses nor employees' dependents.
- ☐ The firm is a government entity.
- ☐ The contract is for the sale or lease of property.
- ☐ Compliance would violate grant requirements or regulations of federal / state law.
- ☐ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ 3. The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, PAUL E. STEWART, VICE PRESIDENT
(Print Name of Authorized Officer) (Title)

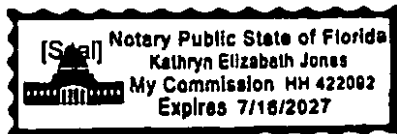
of STEWART'S ELECTRIC MOTOR WORKS, INC.
(Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: Paul E. Stewart

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 15
day of September, 2023, by Paul E. Stewart, as an act of Stewart's Electric Motor (firm), who is personally known to me or produced the following
identification: _____



Notary Signature: Kathryn E. Jones
Print Notary Name: Kathryn E. Jones
Commission No. HH 422092

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(M)

CONTRACT LITIGATION / LEGAL PROCEEDINGS

Identify any pending indictments, lawsuits, past litigation relevant to subject matter of this solicitation, providing a statement of any litigation or pending lawsuits that have been filed against the firm in the last five years.

If the action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action.

If no litigation or lawsuit has been filed against the firm, provide a statement to that effect.

STEWART'S ELECTRIC MOTOR WORKS, INC. HAVE NO
PENDING INDICTMENTS, LAWSUITS, PAST ^{PES.} ~~THE~~ LITIGATION
RELEVANT TO SUBJECT MATTER OF THIS SOLICITATION.

Paul Stewart
Paul Stewart
9/15/2023

FEMA REQUIREMENTS**The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.**

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. **Contracts to receive funding derived from federal grants must comply with federal guidelines.** The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

D. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. **Termination for Cause.** The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5) calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

F. **Termination for Convenience.** The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

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G. **Compliance with State and Federal Reporting Requirements.** Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

H. **Civil Rights**
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

- (1) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

I. **No Obligation by the Federal Government**
(Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

J. **Access to Records**
(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

K. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

L. DHS Seal, Logo and Flags

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

M. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

N. Immigration and Naturalization Act

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

O. Fraud and False or Fraudulent or Related Acts

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

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P. **Indemnity of Funding Entities.**
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

Q. **Performance and Payment Bonds.**
(Applicable to all FEMA Construction Contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

R. **Equal Employment Opportunity**
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be

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canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

S. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (e) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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T. **Materials and Supplies.**
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

U. **Clean Air Act and the Federal Water Pollution Control Act**
(Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

V. **Certification Regarding Use of Contract Funds for Lobbying**
(Byrd Anti-Lobbying (31 USC s. 1352)—Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)

- (1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

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Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

W. Contract Work Hours and Safety Standards Act

(Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

X. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the

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Public Assistance Program; Davis Bacon Act—40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)
In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Y. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Z. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.



COPIES OF LICENSES,
CERTIFICATIONS AND
REGISTRATIONS



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

STEWART'S ELECTRIC MOTOR WORKS, INC.

Filing Information

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Principal Address

8951 TRUSSWAY BLVD.
ORLANDO, FL 32824

Changed: 01/20/2000

Mailing Address

8951 TRUSSWAY BLVD.
ORLANDO, FL 32824

Changed: 01/20/2000

Registered Agent Name & Address

MARK P LANG, ESQUIRE
1059 Maitland Center Commons Blvd
Maitland, FL 32751

Name Changed: 07/08/2015

Address Changed: 02/10/2023

Officer/Director Detail

Name & Address

Title PD

STEWART, MICHAEL JOE
419 HARBOR OAKS POINTE DR
ORLANDO, FL 32809

Title STD

WILLIAMS, MYRA L
2946 RISSER AVE.
ORLANDO, FL 32812

Title VD

STEWART, PAUL E
320 TUSKA RESERVE COVE
CASSELBERRY, FL 32707

Annual Reports

Report Year	Filed Date
2021	02/04/2021
2022	02/04/2022
2023	02/10/2023

Document Images

05/22/2023 -- Amendment	View image in PDF format
02/10/2023 -- ANNUAL REPORT	View image in PDF format
02/04/2022 -- ANNUAL REPORT	View image in PDF format
02/04/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- ANNUAL REPORT	View image in PDF format
01/10/2017 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
07/08/2015 -- Reg. Agent Change	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
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01/13/2003 -- ANNUAL REPORT	View image in PDF format
01/23/2002 -- ANNUAL REPORT	View image in PDF format

04953 10/19/13



Certificate of Registration

DR-11
R. 10/13

Issued Pursuant to Chapter 212, Florida Statutes

58-8012168732-1

06/11/82

Certificate Number Registration Effective Date

This certifies that

STEWART'S ELECTRIC MOTOR WORKS INC
8951 TRUSSWAY BLVD
ORLANDO FL 32824-7812

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

PAID: \$120.00 0099-01080227 9/12/2022

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

3100	SVC-MOTOR REPAIR	2022	EXPIRES	9/30/2023	20 EMPLOYEES	3200	RETAIL SALES
							\$30.00

TOTAL TAX \$70.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$120.00
TOTAL DUE \$0.00

8951 TRUSSWAY BV
U - ORLANDO, 32824

DATE: 9/12/22 0000-010000227 9/12/2022



STEWARTS ELECTRIC MT WKS INC
8951 TRUSSWAY BLVD
ORLANDO FL 32824-7812

EASA ACCREDITED

This Certifies that

Stewart's Electric Motor Works, Inc.
Of Orlando, Florida

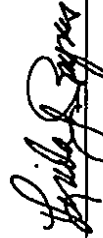
*Has successfully demonstrated via third-party, independent audit that it follows
the prescribed good practices to consistently deliver quality electromechanical repairs
that maintain or improve AC electric motor efficiency and reliability*



This Certificate Expires January 17, 2024



COMPLIES WITH
EASA AR100


President & CEO



Certificate of Compliance

Certificate: PEV-002 Date Issued: January 26, 2023
Project: Proven Efficiency Verification Expiration: July 31, 2023
Issued to: Stewart's Electric Motor Works, Inc. Initial Certification: July 31, 2012
Attn: Mr. Michael Stewart
8951 Trussway Blvd.
Orlando, FL 32824

The products listed below are eligible to bear the AE Certification Trademark shown below for their compliance to the Proven Efficiency Verification (PEV) program set forth by North Carolina Advanced Energy Corporation in the PEV program application.



Issued by: Robert H. Goodson
President and Executive Director, Advanced Energy

PRODUCTS

Three Phase, Squirrel Cage, Induction Motors repaired to PEV specifications in a certified facility actively participating in the program. This certification is facility specific and does NOT apply to any facility that has not been verified by Advanced Energy.

APPLICABLE REQUIREMENTS

IEEE Std 112 – 2004	Test Procedure for Polyphase Induction Motors and Generators
On Site Audits	Site audits are required for initial certification and every fifth year that the client continues the program in good standing. Audit is conducted to Advanced Energy's PEV checklist by Advanced Energy staff.

MARKINGS

The AE Certification Trademark may be incorporated into the equipment nameplate. The AE Certification Trademark may also be used in Client's marketing material. The assigned Certificate number of PEV-001 is authorized by Advanced Energy. Client may decide to use the AE Certification Trademark at its own discretion on nameplates, it is not required.

ALTERATIONS

Markings shall appear as described above only.

ANNUAL VERIFICATION

Motors are subjected to the annual retesting requirements to ensure the consistency of repair performance. The annual retesting shall be conducted at Advanced Energy's accredited test lab to the test method noted above. Site audits must also be completed on schedule by the anniversary date of initial certification.

EXHIBIT B
FEMA REQUIREMENTS

31800
112823

FEMA REQUIREMENTS**The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.**

The term "Contractor", as used throughout shall mean the Contractor, Provider, Consultant, Supplier, etc., as applicable with respect to the Contract or Agreement.

The term "Contract" as used throughout shall mean the underlying contract or agreement, as applicable.

FEMA Requirements. The City and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum (including Form FHWA-1273) (collectively, the "FEMA Requirements") shall apply. **The FEMA Requirements shall only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster.** The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict. In the event of a conflict between the terms of the Contract and the FEMA Requirements, the FEMA Requirements shall govern and prevail.

A. Contracts to receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

B. **In the event of a conflict between the FEMA Requirements listed in this section and other provisions of the Contract, the FEMA Requirements will govern and prevail. Only FEMA provisions applicable to the Contract shall apply.**

C. **Payment.** Payment shall be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

D. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Contract by Contractor, Contractor shall be subject to debarment or suspension from consideration for the award of additional contracts from the City, including but not limited to contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in the City Code.

E. **Termination for Cause.** The City shall have the right to terminate the Contract for cause, in the event of a breach of the contract terms, upon five (5) calendar days written notice to Contractor. In the event of termination, the City shall compensate the Provider for all authorized services or work satisfactorily performed through the termination date under the payment terms contained in the Contract. The City shall be liable for the payment of all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

F. **Termination for Convenience.** The City may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances shall the City be liable to Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. All other termination provisions in the Contract shall remain applicable.

G. **Compliance with State and Federal Reporting Requirements.** Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

H. **Civil Rights**
(Applicable to All FEMA Contracts)

The following requirements will apply to the Contract and any sub-contracts:

- (1) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) **Disabilities.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

I. **No Obligation by the Federal Government**
(Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

J. **Access to Records**
(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized

representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

K. Procurement of Recovered Materials

(Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)

- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

L. DHS Seal, Logo and Flags

(Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

M. Compliance with Federal Law, Regulations, and Executive Orders

(Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
2. Resource Conservation and Recovery Act
3. National Historic Preservation Act
4. Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

N. Immigration and Naturalization Act.

(Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a(e) [§274A(a)(1) and (e)] of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

O. Fraud and False or Fraudulent or Related Acts

(Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

P. **Indemnity of Funding Entities.**
(Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the City and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

Q. **Performance and Payment Bonds.**
(Applicable to all FEMA Construction Contracts)

If not already required under the Contract, and if requested by the City, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Said bonds shall be subject to the approval by the City.

R. **Equal Employment Opportunity**
(Applicable to All FEMA Construction Contracts)

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be

canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

S. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

(Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (e) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

T. **Materials and Supplies.**
(Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

U. **Clean Air Act and the Federal Water Pollution Control Act**
(Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

V. **Certification Regarding Use of Contract Funds for Lobbying**
(Byrd Anti-Lobbying (31 USC s. 1352)—Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)

- (1) The Contractor certifies, by signing this Addendum, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) The Contractor also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

W. Contract Work Hours and Safety Standards Act

(Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

X. Davis Bacon Act and Copeland Anti-Kickback Act

(Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000. Not applicable to other FEMA grant and cooperative agreement programs, including the

Public Assistance Program; Davis Bacon Act—40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act—40 USC s. 3145)
In situations where the Davis-Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Y. Rights to Inventions Made Under a Contract or Agreement

(Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

Z. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

EXHIBIT C
WORK ORDER NO. _____

Contract #: 23-31800

Contractor: _____

Work Order Task Title: _____

1. **Task / Project:**
A detailed Scope of Work is attached as **Exhibit A**.
2. **Schedule**
The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit _____**.
3. **Compensation**
The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ - (\$_____).
A detailed schedule of values is attached as **Exhibit _____**.
4. **Small Business**
The small business commitment for this Work Order is _____%.
5. **Insurance**
Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.
6. **Contract Reference**
This Work Order shall be performed under the terms and conditions described within the master contract titled _____, dated _____ by and between the East Central Regional Wastewater Treatment Facility Board, by and through its agent, City of West Palm Beach and the Contractor named above.

Contractor:

By: _____

Print Name: _____

Title: _____

EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITY BOARD
by and through its agent,

CITY OF WEST PALM BEACH

By: _____
Keith A. James, Mayor

Attest: _____
ECR Board Secretary

Date: _____, 20____

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

31800
112823



City of Cocoa Budget Adjustment Form FY 2025 - 052-T

SELECT ADJUSTMENT TYPE: Budget Transfer

REQUESTING DEPARTMENT #: 4020

DATE PREPARED: 3/28/25

'From' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
(\$ 60,000)	421-4020-536.52-09		CHEMICALS			(\$ 60,000)	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
(\$ 60,000)	TOTAL						

'To' Accounts

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
\$ 60,000	421-4020-536.46-00		REPAIRS & MAINTENANCE			\$ 60,000	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
						\$ 0	
\$ 60,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funds for the Stewarts PO used to repair pumps at Dyal and associated facilities. Maintaining these pumps in running condition is a critical component of the Dyal Water Treatment Plant. Chemicals is estimated to have surplus and therefore is available for transfer. Agenda Item 2025-264.

City Council Approval Needed?

Yes. ☒

No. ☐

DATE APPROVED: _____

RESOLUTION #: _____

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

James Mitchell
Digitally signed by James Mitchell
Date: 2025.03.28 08:17:52 -04'00'

Zoie Badalov
Digitally signed by Zoie Badalov
Date: 2025.03.31 08:13:59 -04'00'

Requestor's Signature

Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh
Digitally signed by John "Jack"
Walsh
Date: 2025.03.28 16:37:13 -04'00'

Lora Howell
Digitally signed by Lora Howell
Date: 2025.04.01 13:27:33 -04'00'

Department Director's Signature

Deputy Fin. Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____

Entered By: _____

Group #: _____

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-272
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Approve the travel of Councilmember Hearn and Councilmember Goins to attend the Florida League of Cities Legislative Action Days from March 23 - March 26, 2025.

BACKGROUND:

Mayor Blake, Councilmember Hearn, and Councilmember Goins attended the Florida League of Cities Legislative Action Days. It was held in Tallahassee, Florida, from March 23rd through the 26th, 2025. The registration fees for the conference have already been accounted for and are included in the Council's Training budget. Lodging, per diem and mileage are budgeted under Council's Travel and Per Diem account.

As President of the Florida League of Cities, Mayor Blake's travel expenses are reimbursed through them.

PRIORITY AREA CONNECTION:

Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

<u>Account Number</u>	<u>Amount</u>
001-1000-511.40-00	\$1,000
001-1000-511.55-00	\$100

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the travel of Councilmember Hearn and Councilmember Goins to attend the Florida League of Cities Legislative Action Days from March 23 - March 26, 2025.

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-215
Prepared By: Charlene Neuterman, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action: Request Council authorization for the City Manager to engage the Brevard County Manager and Brevard County Board of County Commissioners to extend the sunset date of the Diamond Square Community Redevelopment Agency to 2041.
Request Council authorization for the City Manager to engage the Brevard County Manager and Brevard County Board of County Commissioners to remove the cap of \$150,000 in County Tax Increment Funds (TIF) imposed on the Diamond Square Community Redevelopment Agency through an Interlocal Agreement that was recorded in December 2019.

BACKGROUND:

In December 2019, the Diamond Square Community Redevelopment Agency, the City of Cocoa and Brevard County entered into an Interlocal Agreement detailing the authority of the Diamond Square CRA and the County regarding the Agency's operation. The Interlocal Agreement noted two provisions that must be agreed upon.

1. Agency Termination Date - the Interlocal Agreement established the Agency termination date on September 30, 2032.
2. County Tax Increment Payment - the County set a cap to the annual tax increment contribution at an amount not to exceed \$150,000.

At the February 24, 2025 Diamond Square CRA meeting, the Agency approved a request to the City to communicate with the County on the two provisions listed above. Their requests were to be noted as two separate requests by the City to the County.

The first request would ask the County to remove the cap on the County Tax Increment Payment to allow the CRA to continue providing exceptional services to the residents in the District. The 2025 budget was reduced by \$6,361 as the County tax exceeded the \$150,000 cap. These additional funds would be utilized to continue important services/projects within the CRA to affect positive change and experiences for the residents.

The second request would ask the County to extend the termination date of the Diamond Square CRA from September 30, 2032 to September 30, 2041. This extension would provide additional time for the Agency to continue the important goals and objectives of the Agency to improve the quality of life for the residents in the District.

These requests would be two separate requests by the City to provide the County an opportunity to approve each request based on its individual merits.

Staff is requesting Council authorization for the City Manager to engage with the County on the basis of removing the TIF cap and extend the termination date of the Diamond Square CRA.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

2019 - City Council and DS CRA entered into an Interlocal Agreement with Brevard County regarding the operation of the DS CRA.

RECOMMENDED MOTION:

Request Council authorization for the City Manager to engage the Brevard County Manager and Brevard County Board of County Commissioners to extend the sunset date of the Diamond Square Community Redevelopment Agency to 2041. Request Council authorization for the City Manager to engage the Brevard County Manager and Brevard County Board of County Commissioners to remove the cap of \$150,000 in County Tax Increment Funds (TIF) imposed on the Diamond Square Community Redevelopment Agency through an Interlocal Agreement that was recorded in December 2019.

**INTERLOCAL AGREEMENT
BETWEEN CITY OF COCOA,
DIAMOND SQUARE REDEVELOPMENT AGENCY, AND
BREVARD COUNTY**

THIS INTERLOCAL AGREEMENT is entered into by and between the CITY OF COCOA, a Florida municipal corporation, 65 Stone Street, Cocoa, Florida 32922 (hereinafter "the CITY"), the CITY OF COCOA DIAMOND SQUARE REDEVELOPMENT AGENCY, (hereinafter "the AGENCY"), and BREVARD COUNTY, a political subdivision of the State of Florida, in its own name and in behalf of each County Taxing Authority, as defined in section 2b., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Ordinance 13-98 and after the COUNTY delegated its authority under Part III, ch.163, Florida Statutes, as set forth in COUNTY Resolution 097-161; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (TRUST FUND) pursuant to section 163.387, Florida Statutes, and CITY as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full trust fund payments required by section 163.387(1), Florida Statutes to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the COUNTY is facing certain budget issues relating to road maintenance, construction and reconstruction due to county charter restrictions on ad valorem tax revenues and other factors; and

WHEREAS, the COUNTY has evaluated multiple options to address these budget issues; and

WHEREAS, part of a solution to the COUNTY budget concerns would involve negotiation of an interlocal agreement with various cities and AGENCYS with the goal of working toward reducing or ceasing the COUNTY's future annual trust fund contributions in order to utilize those funds for road maintenance, construction, and reconstruction; and

WHEREAS, the COUNTY and CITY also recognize that the AGENCY continues to serve an important public purpose and that continuing to encourage and foster redevelopment activities within the AGENCY's boundaries using AGENCY TIF Payments, consistent with the AGENCY's Redevelopment Plan, remains necessary to alleviate blight and slum conditions within the

AGENCY boundaries, and that the alleviation of these conditions is in the best interests of not only the citizens and businesses within the CITY, but the citizens and businesses of Brevard County as a whole; and

NOW, THEREFORE, the parties mutually agree as follows:

1. **RECITATIONS.** The foregoing recitations are true and correct and incorporated by this reference.

2. **DEFINITIONS.** The terms below shall have the indicated meanings.

a. "Increment" or "Tax Increment" shall have the same meaning as "increment" as set forth in section 163.387(1)(a), Florida Statutes.

b. "County Taxing Authority" means Brevard County, through its Board of County Commissioners and any COUNTY established Municipal Services Taxing Unit (MSTU) or dependent special districts in behalf of which the COUNTY levies taxes or approves a budget to the extent such MSTU or dependent special district is required to contribute a tax increment to the trust fund established by the CITY for the AGENCY in accordance with the requirements of section 163.387, Florida Statutes.

3. **AUTHORITY.** This agreement is being entered into under the authority vested in the parties by section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.

4. **AGENCY BOARD.**

a. Effective October 1, 2019, the Parties agree the Agency Board will be reformed in accordance with section 163.356, Florida Statutes as a seven (7) member board and as required by this Agreement.

b. In accordance with the provisions of section 163.356(2), Florida Statutes, one member of the board of commissioners for the AGENCY will be the Brevard County Board of County Commissioner in whose District the Agency is located. If that Commissioner desires to appoint a designee to take his/her place as the representative of the taxing authority, the designee must be approved by the COUNTY board as its representative and the designee must otherwise meet the qualifications at section 163.356(3)(b), Florida Statutes. The remaining six (6) members of the AGENCY Board shall be appointed by the CITY. Existing Agency Commissioners may be reappointed to the AGENCY Board. The Parties agree that section 163.356(3)(b) and 163.340(17), Florida Statutes, define the Agency's area of operation as equal

to the CITY's corporate limits. This Agency position is a full voting position. The District Commissioner's duty is considered an additional duty of office for the Brevard County Commissioner as authorized by section 163.356(2), Florida Statutes.

c. Section 163.356(2), Florida Statutes provides that the terms of office of each Agency Commissioner will be for four years, except that three of the CITY appointed members first appointed hereunder shall be designated to service terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of four years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term.

d. Additionally, the Parties agree that upon completion of his or her current term, no Agency Commissioner may serve more than two (2) consecutive terms followed by at least one year off of the board before they may be considered for reappointment. Upon reappointment, said individual will again be subject to the two (2) consecutive term limit.

5. **AGENCY TERMINATION DATE.** The AGENCY termination date is September 30, 2032. The Parties agree that the AGENCY, the CITY, and COUNTY shall take such actions as may be required to terminate the AGENCY on the termination date, which action shall include the amendment or repeal of any CITY or COUNTY resolutions or ordinances (1) delegating authority to the CITY to create a community redevelopment agency and (2) creating the community redevelopment agency and trust fund.

6. **COUNTY TAX INCREMENT PAYMENT.** As required by section 163.387, Florida Statutes, the COUNTY will continue its annual tax increment contribution to the AGENCY trust fund in every fiscal year through the AGENCY's termination date, however, said annual COUNTY contribution shall be capped at an amount not to exceed \$150,000 in any fiscal year in which the AGENCY exists. In the event the COUNTY's tax increment exceeds \$150,000 in any fiscal year ("Extra TIF"), nothing in this Agreement shall be construed or interpreted as preventing the COUNTY from contributing, in its sole discretion, the Extra TIF to fund any portion of an AGENCY redevelopment project described in Section 10 of this Agreement. The Parties agree that no County tax increment funds (TIF) will be used to fund travel expenses for Agency Board Members.

7. **INDEBTEDNESS AND PROPERTY.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the Agency from incurring indebtedness of any kind allowed by law. However, the Parties agree the maturity date for any existing or future indebtedness incurred by the Agency, for which COUNTY Tax Increment Fund payments have been pledged as a source of revenue, shall not extend beyond the Agency Termination Date. The CITY and AGENCY agree to obtain COUNTY agreement prior to incurring any new indebtedness for which the CITY and AGENCY will use COUNTY increment funds as the source of repayment. The CITY agrees to assume, and to be fully liable for any indebtedness owed, and

receive title to all property owned by the AGENCY after the AGENCY termination date, as provided in section 189.076(2), Florida Statutes.

8. **CITY PAYMENT INTO AGENCY TRUST FUND.** Nothing in this agreement shall be deemed to prevent the CITY from continuing to contribute into the AGENCY trust fund through the AGENCY termination date.

9. **ANNUAL AUDIT; REPORT; AND MEETING.** The AGENCY will comply with the annual reporting requirements in section 163.371, Florida Statutes and the financial audit report requirements in section 163.387(8), Florida Statutes, as amended from time to time. In accordance with Section 163.371(1), the COUNTY agrees that a digital map identical to the current version published by the AGENCY meets the requirement to show geographic boundaries. See <http://cocoacity.maps.arcgis.com/apps/webappviewer/index.html?id=a9691ce49ac84cf193a6a42aab77f4f0>. Additionally, the CITY and AGENCY agree to contractually require the independent auditor preparing the AGENCY's annual audit report to examine AGENCY expenditures and certify that all AGENCY tax increment revenues have been lawfully expended for the community redevelopment purposes authorized under the provision of chapter 163, Part III, Florida Statutes. If any AGENCY expenditure is not certified as compliant by the independent auditor, the CITY and AGENCY, at their discretion, will take whatever steps are necessary to bring any such expenditure into compliance including, but not limited to, contesting the independent auditor's opinion, reimbursing the AGENCY for such expenditure with CITY funds, or by such other lawful means. After submitting the annual AGENCY audit report, the City Manager of the CITY shall annually meet with the County Commissioner in whose District the AGENCY is located to discuss the annual audit reports, if the annual meeting is requested by said County Commissioner. No provision of this Agreement shall be construed or interpreted to restrict or prohibit the COUNTY from conducting, at its expense, any other audit of the AGENCY's expenditures as allowed by law.

10. **PROJECT IDENTIFICATION.** The Parties agree that the Diamond Square Community Redevelopment Plan Update, City of Cocoa, Florida, prepared by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014 ("Agency Plan"), has been approved by the CITY, AGENCY and COUNTY, and that the Agency Plan is in full force and effect. The Agency plan specifically identifies the Agency redevelopment projects to be funded by tax increment funding and the funds proposed to be allocated to each such project. A list of the currently approved AGENCY projects, as set forth in the current Agency plan, is at Exhibit "A", attached and incorporated by this reference. Nothing in this section shall prevent the AGENCY, in its discretion, from reallocating plan approved funding to other projects identified in the approved Agency plan, provided that any new projects do not exceed the total planned expenditures outlined in the Plan. Any changes to the AGENCY's Plan subsequent to the execution of this Agreement shall require the approval of the Brevard County Board of County Commissioners. Acceptance of the Agency plan by the COUNTY shall

not be deemed to extend the term of the AGENCY beyond the term provided in this Agreement.

11. **LIMITATION ON ADMINISTRATIVE EXPENSES.** No provision of this Agreement shall be construed or interpreted as limiting or prohibiting the CITY from annually providing administrative services to the AGENCY which are necessary and incidental to the implementation of the AGENCY Community Redevelopment Plan adopted by the CITY and the AGENCY. Additionally, each fiscal year, the AGENCY shall be permitted to reimburse the CITY for such annual administrative services. Said reimbursement, payable from COUNTY tax increment funds, shall not exceed twenty-five percent (25%) of the COUNTY TIF payments. However, the CITY may use other tax increment funds to reach the amount previously authorized by COUNTY Resolution No. 97-161 and CITY Ordinance No. 13-98 (Sec. 8-58(b), City Code) for each fiscal year in which reimbursement is made.

12. **EFFECT OF AGREEMENT.** This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement. This Agreement does not alter CITY Resolution No. 98-19, City Ordinance No. 13-98 and COUNTY Resolution No. 97-161. The Parties agree to modify or amend these documents on an individual basis, as applicable and necessary, to implement this Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of Resolution 97-161.

13. **ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

14. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

CITY: City Manager
City of Cocoa
65 Stone St.
Cocoa, FL 32922
(email address available at City Website)

AGENCY: Community Redevelopment Agency Director
c/o City Manager
Diamond Square Community Redevelopment Agency

65 Stone St.
Cocoa, FL 32922

COUNTY: Brevard County Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
(email address available at County Website)

or to such other addresses such by notice in writing to any other parties.

15. **GOVERNING LAW.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

16. **SAVINGS CLAUSE.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. **EFFECTIVE DATE.** This Agreement shall take effect on the date that it is executed by both parties and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both Parties, the COUNTY shall promptly record this Agreement in the Official Records of Brevard County, Florida and return a recorded copy of this Agreement to the CITY's City Manager at the address listed in Notice Section of this Agreement.

18. **CONTINGENT.** This Agreement is contingent on the execution of an Interlocal Agreement between the Parties which terminates the U.S. 1 Corridor Community Redevelopment Agency by September 30, 2020 and which provides for the AGENCY to reimburse the COUNTY for the County portion of any tax increment funds paid to the AGENCY from October 1, 2019 to September 30, 2020.

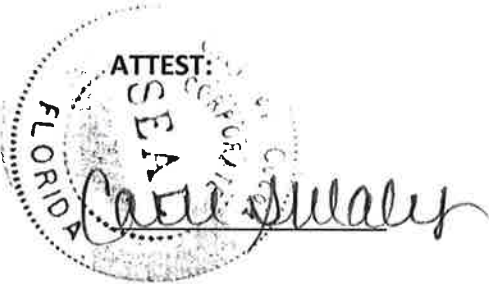
(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed and delivered by their duly authorized representatives.



CITY OF COCOA

By: [Signature] 09/25/2019
Its: _____ Date
(as approved by the Board on September 25, 2019)



CITY OF COCOA COMMUNITY REDEVELOPMENT AGENCY

By: [Signature] 10/21/2019
Its: _____ Date
(as approved by the Board on October 21, 2019)

ATTEST:

[Signature]
Scott Ellis, Clerk

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: [Signature]
Kristine Isnardi, Chair
(as approved by the Board on September 5, 2019)

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-338
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Request City Council approval of changes to the Agenda Due Dates and Publishing Dates and Direct the City Attorney and City Manager to prepare for the Council's consideration changes to the City Council's Rules of Procedure.

BACKGROUND:

The City Council originally adopted its current Rules of Procedure on March 9, 1988. The Rules of Procedure were modified several times since then, with the last modification occurring on September 24, 2013, pursuant to Resolution 2013-99.

Exhibit A to Resolution 2013-99 requires the City Manager to provide the agenda to "provide each council member and the city attorney with a copy of the agenda by the end of Wednesday evenings prior to a regularly scheduled meeting." Additionally, the Exhibit also requires "A copy of the agenda shall be posted on the city hall bulletin board by 5:00 pm on Thursday before a regular scheduled meeting and on the City's website as soon as practicable before said meeting."

Staff is requesting the Council approve Thursday, close of business, as the time to provide the Council with the Agenda for the upcoming Tuesday meeting and that the agenda be posted on both the city hall bulletin board and on the City's website by Friday noon before the Tuesday meeting.

Additionally, there are a number of changes that need to be made to the Council's Rules of Procedure and staff is asking the Council to direct the City Attorney and City staff to prepare those changes.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council last adopted changes to their Rules of Procedure on September 24, 2013.

RECOMMENDED MOTION:

Request City Council approval of changes to the Agenda Due Dates and Publishing Dates and Direct the City Attorney and City Manager to prepare for the Council's consideration changes to the City Council's Rules of Procedure.

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-339
Prepared By: Stockton Whitten, City Manager
Through: Lavander Hearn, Councilmember
Requested Action: Consider approval of the creation of a city-wide beautification grant, modeled after the Diamond Square program, to enhance the aesthetic appeal of the City's community.

BACKGROUND:

At the request of Councilman Hearn, he would like to ask the Council to consider approving the creation of a city-wide beautification grant, modeled after the Diamond Square program, to enhance the aesthetic appeal of the City's community.

The Diamond Square CRA program consists of paint and beautification applications for Diamond Square residents. The requirements for both the Paint and Beautification Program are as follows:

Beautification Program

1. The homeowner must reside in the home requesting participation in the Beautification Program.
2. The home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
3. The home must have homestead-exempt tax status.
4. The project will consist of landscaping supplies outside the home (i.e., ground cover, bushes, mulch). Current members of the CRA or City Staff are not eligible.
5. Maximum award - \$500 (plants/supplies)

Paint Program

1. The applicant/ homeowner must reside in the home requesting participation in the Paint Program.
2. The home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
3. The home must have homestead-exempt tax status.
4. The project will consist of painting the exterior of the home. Interior painting projects are not eligible. Current members of the CRA or City Staff are not eligible. The exterior of the home will be pressure washed by a contractor after the application is approved. CRA staff will verify completion of the pressure washing.
5. Maximum award - \$1,000 (paint/supplies/pressure washing)

The maximum grant awards for Diamond Square CRA in FY 2025 are \$10,000 for Paint

grant awards and \$5,000 for Beautification grant awards. The applications are submitted on a rolling basis and after staff review the applications, they are presented to the CRA for final approval. Each award is required to enter into an agreement noting the timeframe for completion of the project.

PRIORITY AREA CONNECTION:

Economic and Community Development

BUDGETARY IMPACT:

The budgetary impact would be determined based on the amount requested should this be approved by City Council. The funds would be expended using General Fund dollars.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider approval of the creation of a city-wide beautification grant, modeled after the Diamond Square program, to enhance the aesthetic appeal of the City's community.



DIAMOND SQUARE

REDEVELOPMENT AGENCY

65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)



DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY



RESIDENTIAL PAINTING PROGRAM GUIDELINES AND APPLICATION



I. Purpose

The Diamond Square Community Redevelopment Residential Paint Program (hereinafter the “Program”) was established by the Diamond Square Community Redevelopment Agency (the “CRA”) to encourage residents of the Diamond Square area to improve the exterior of their residences, thereby reducing blight conditions and improving the aesthetics of the community. Through the Diamond Square Redevelopment Plan the CRA is authorized to “support and encourage improved appearance and design of both public and private projects. Strategies may include, but are not limited to, developing design guidelines, providing design assistance, facade grant and/or paint programs, incentives, and partnerships with both the public and private sector.” The Program allows eligible applicants to share with the CRA the cost of painting an existing residential property within the Diamond Square Redevelopment Area.

II. Availability of Funds

This Program is subject to the availability of funds in the CRA’s Diamond Square Redevelopment Area. If such funds are available and allocated to this Program, the funds will be awarded on a first-come, first-serve basis to home owners meeting all Program guidelines. Up to \$1,000.00 that include pressure washing, paint and paint supplies to be awarded per approved project. The recipient shall be responsible for painting and any additional costs associated with the project. The CRA reserves sole discretion in the review of applications and in awarding funds under this Program.

III. Eligibility

The residential dwelling (hereinafter the “Home”) must be located within the Diamond Community Redevelopment Area.

1. The Applicant/Home Owner must reside in the Home requesting participation in the Paint Program.
2. The Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
3. **The home must have homestead exempt tax status.**
4. The project shall consist of painting the exterior of the Home. Interior painting projects are not eligible. Current members of the CRA or City Staff are not eligible. The exterior of the Home will be pressure washed by a contractor after the application is approved. CRA staff will verify completion of the pressure washing.
5. Applications may be considered according to an “application cycle” established by the CRA.

IV. Applicant Requirements/Program Process

1. The applicant must obtain and submit a completed CRA Paint Program application to CRA staff with all required attachments:
 - a. Proof of home ownership.
 - b. Colored photographs of all sides of the Home (before photos).
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or to request missing or additional information needed to complete review.
3. The CRA will have the home exterior pressure washed after CRA approval of application and prior to selection and purchase of Paint and paint supplies.
4. The application must include the chosen color scheme for both the building and trim.
5. Upon Application Approval, recipient will work with the Painting Vendor for specific color palate selections and for paint supplies that will be sufficient in order to complete an industry-standard paint job.

- Ī ^ Upon selection and transfer of paint and supplies to the applicant, the CRA will issue payment directly to the paint supply company.
- Ī ^ Work must commence on the project within 30 days of the applicant's receipt of the paint and paint supplies. All work must be complete within 60 days from the commencement date. **Commencement Date begins upon the approval of the application by the DSCRA Board.**
- Ī ^ Upon completion of the work, the applicant must contact the CRA staff to arrange a completion inspection. All work will be inspected by the CRA after completion of the project for the limited purpose of verifying the work was completed in accordance with these guidelines. In the event completed! work is not in compliance of the guidelines, CRA will notify the applicant of non-compliance within 15 days.

V. CRA Limit of Liability

The CRA's liability under this Program shall be solely limited pressure washing and to the purchase of paint and painting supplies in an amount not to exceed \$1,000.00, approved in advance by the CRA for work completed in accordance with these guidelines, as evidenced by an executed Affidavit of Completion. The CRA expressly disclaims any other liability, warranty or guarantee, express or Implied.

Applicant must sign acknowledging receipt of the Program Guidelines.

Homeowner Signature

Date

**Diamond Square Community
Redevelopment Agency Representative**

Date

APPLICANT INFORMATION

Applicant/Name: _____ Drivers License # _____

Home Address: _____
Street City State Zip Code

Telephone: _____ E-Mail: _____

Initial boxes:

☐ I am the building owner and have attached proof of ownership such as recorded deed or recent property tax bill.

☐ **I live in the home at the address given above.**

Exterior Paint for Walls and Trim:

_____square feet of home

_____ Color Selection - Walls

_____ Color Selection - Trim

You must attach color photographs of the existing building showing all exterior sides of the building.

Paint Grant Program Affidavit:

By signing and submitting this application, I attest and certify that and acknowledge that:

1. I have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Paint Program Guidelines.
2. I certify that I am both the Applicant and Homeowner.
3. **I certify that I live in the home.**
4. I understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
5. I attest the Home has no existing code violations and the Home Owner is not named in any outstanding code enforcement liens.
6. **The home has homestead exempt tax status.**
7. I understand that the exterior of the Home will be pressure-washed by an approved contractor determined by the CRA before receiving the paint and paint supplies.
8. Upon application approval, the Recipient will consult with CRA staff and/or a paint supply representative to determine what paint and supplies will be sufficient in order to complete an Industry-standard paint job.
9. I understand that work must commence on the project within 15 days of receipt of the paint and paint supplies.
10. I understand that all work must be complete within 60 days of receipt of the paint and supplies the grant commencement date.
11. **I understand the Commencement Date is the date of the application approval by the DSCRA.**
12. I understand that the CRA will provide pressure washing, paint and paint supplies in an amount not to exceed \$1,000.00 to be used to paint the exterior residential structure listed on the application, and that I am responsible for labor and any other costs or overages.
13. I further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
14. I understand that the CRA's liability under this Program shall be solely limited to pressure washing and the purchase of paint and paint supplies in an amount not to exceed \$1,000.00.
15. I further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
16. Upon completion of the project, I agree to notify the DSCRA/Staff member of completion of the painting.
17. I understand that the CRA does not discriminate on the basis of race, color, gender, age religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics) and will not tolerate any such discrimination by or against its employees or citizens utilizing CRA programs.
18. I understand that the presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant/Home Owner and the CRA disclaims any liability, warranty or guarantee, related to the presence of lead-based paint on the Building.
19. I understand that applications may be considered according to an " application cycle" established by the CRA.
20. I certify that all information in the application, and all information furnished in support of this application, is true and complete to the best of my/our knowledge and belief.
21. I understand that I have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application.
22. I understand that verifications of this information may be obtained or made by the CRA.
23. If approved by the CRA Manager in Section V below, this application shall constitute a binding agreement between the CRA, the Applicant and the Building Owner

Signature of Homeowner

Date

STATE of _____, COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20____, BY _____ who is personally known to me or who has produced _____ as identification.

Notary Public, State of _____

Affix Stamp:

Return complete application by mail or in person to:
Diamond Square Community Redevelopment Agency
ATTN: DS Residential Paint Program
65 Stone Street
Cocoa, FL 32922



DIAMOND SQUARE

REDEVELOPMENT AGENCY

65 Stone Street Cocoa,
FL 32922
(321) 433-8577 (phone)

DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

RESIDENTIAL BEAUTIFICATION PROGRAM GUIDELINES AND APPLICATION



I. Purpose

The Diamond Square Community Redevelopment Residential Beautification Program (hereinafter the "Program") was established by the Diamond Square Community Redevelopment Agency (the "CRA") to encourage residents of the Diamond Square area to improve the exterior of their residences, thereby reducing blight conditions and improving the aesthetics of the community. Through the Diamond Square Redevelopment Plan the CRA is authorized to "support and encourage improved appearance and design of both public and private projects. Strategies may include, but are not limited to, developing design guidelines, providing design assistance, facade grant and/or paint programs, incentives, and partnerships with both the public and private sector." The Program allows eligible applicants to share with the CRA the cost of landscaping supplies for an existing residential property within the Diamond Square Redevelopment Area.

II. Availability of Funds

This Program is subject to the availability of funds in the CRA's Diamond Square Redevelopment Area. If such funds are available and allocated to this Program, the funds will be awarded on a first-come, first-serve basis to home owners meeting all Program guidelines. Up to \$500.00 for selected landscaping supplies will be awarded per approved project. The recipient shall be responsible for the planting and all additional costs associated with the project. The CRA reserves sole discretion in the review of applications and in awarding funds under this Program. The intent of this grant is to support and encourage improved appearance and therefore, the DSCRA may not approve all applicants.

III. Eligibility

The residential dwelling (hereinafter the "Home") must be located within the Diamond Square Community Redevelopment Area.

1. The Home Owner must reside in the Home requesting participation in the Beautification Program.
2. The Home shall have no existing code violations and the owner shall not be named in any outstanding code enforcement liens.
3. **The home must have homestead exempt tax status.**
4. The project shall consist of landscaping supplies outside of the Home (i.e., ground cover, bushes, mulch). Current members of the CRA or City Staff are not eligible.
1. Applications may be considered according to an "application cycle" established by the CRA.

IV. Applicant Requirements / Program Process

1. The applicant must obtain and submit a completed Diamond Square CRA Beautification Program application to CRA staff with all required attachments:
 - a. Proof of home ownership.
 - b. Colored photographs of the area to be landscaped.
2. Within 30 business days the CRA staff will review the application and notify the applicant, in writing, of its approval, denial for failure to meet Program requirements or to request missing or additional information needed to complete review.
3. All plantings must be in the front of the home and within street-view.
4. All plantings must be "Florida Friendly", shrubs or bushes ("Florida Friendly" is defined as 'quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.)
 - a. The Landscaper has provided a Materials List for Application Recipients to select from. That list is included with the application. Recipient will work with the Landscaper to select appropriate plantings and arrange for delivery.

5. After selection and delivery of shrubs/plants/bushes, the CRA will issue payment directly to the landscaping company.
6. Work must commence on the project within 15 days of the applicant's receipt of the landscaping supplies. All work must be completed within 60 days from the commencement date.
Commencement Date begins upon the approval of the application by the DSCRA Board.
7. Upon completion of the work, the applicant must contact the CRA staff to arrange a completion inspection. All work will be inspected by the CRA after completion of the project for the limited purpose of verifying the work was completed in accordance with these guidelines. In the event completed work is not in compliance of the guidelines, CRA will notify the applicant of non-compliance within 15 days.

V. CRA Limit of Liability

The CRA's liability under this Program shall be solely limited to the purchase of landscaping supplies in an amount not to exceed \$500.00, approved in advance by the CRA for work completed in accordance with these guidelines, as evidenced by an executed Affidavit of Completion. The CRA expressly disclaims any other liability, warranty or guarantee, express or Implied.

Applicant must sign acknowledging receipt of the Program Guidelines.

Homeowner Signature

Date

**Diamond Square Community
Redevelopment Agency Representative**

Date

APPLICANT INFORMATION

Applicant/Name: _____ Drivers License # _____

Home Address: _____
Street City State Zip Code

Telephone: _____ E-Mail: _____

Initial boxes:

- ☐ I am the building owner and have attached proof of ownership such as recorded deed or recent property tax bill.
- ☐ I live in the home at the address given above.
-

"Florida Friendly" Shrubs / bushes:

All plantings must be "Florida Friendly", shrubs or bushes ("Florida Friendly" is defined as 'quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.')

- a. The Landscaper has provided a Materials List for Application Recipients to select from. That list is included with the application. Recipient will work with the Landscaper to select appropriate plantings and arrange for delivery.

If requesting mulch, indicate here what color - Circle one: Brown, Black or Red

You must attach color photographs of the existing home showing all exterior sides of the building. Please indicate on the photographs the location of the plantings.

Beautification Grant Program Affidavit:

By signing and submitting this application, I attest and certify that:

1. I have been provided a copy of and have read, understand and will comply with the Diamond Square Residential Beautification Program Guidelines.
2. I certify that I am the Applicant and Homeowner.
3. **I certify that I live in the home.**
4. I understand the Home must be located in the Diamond Square Redevelopment Area to be eligible.
5. I attest that the Home has no existing code violations and the Home Owner is not named in any outstanding code enforcement liens.
6. **The home has homestead exempt tax status.**
7. Upon application approval, the Applicant will consult with CRA staff and/or a representative from a CRA approved landscaping supply company to discuss and place an order and to complete an Industry-standard job.
8. I understand that work must commence on the project within 15 days of receipt of the landscaping supplies.
9. **I understand that all work must be completed within 60 days of grant commencement.**
10. **I understand that Commencement Date is the date of application approval by the DSCRA.**
11. I understand that the CRA will provide landscaping supplies in an amount not to exceed \$500.00 to be used for landscaping the exterior residential structure listed on the application, and that I am responsible for labor and any other costs or overages.
12. I further understand that failure to comply with the Guidelines will result in ineligibility to participate in this Program.
13. I understand that all landscaping will be in the front of the home or within "street view".
14. I understand that the CRA's liability under this Program shall be solely limited the purchase of landscaping supplies in an amount not to exceed \$500.00.
15. I further understand that the CRA expressly disclaims any other liability, warranty or guarantee, express or implied, for the work completed by the applicant.
16. Upon completion of the project, I agree to notify the DSCRA/Staff member of completion of the plantings.
17. I understand that the CRA does not discriminate on the basis of race, color, gender, age religion, national origin, marital status, sexual orientation, gender identity, or disability (protected characteristics) and will not tolerate any such discrimination by or against its employees or citizens utilizing CRA programs.
18. I understand that the presence of any lead-based paint and the abatement of such is the sole responsibility of the Applicant/Home Owner and the CRA disclaims any liability, warranty or guarantee, related to the presence of lead-based paint on the Building.
19. I understand that applications may be considered according to an "application cycle" established by the CRA.
20. I certify that all information in the application, and all information furnished in support of this application, is true and complete to the best of my/our knowledge and belief.
21. I understand that I have a continuing obligation to inform the CRA (in writing) of any changes to the information provided in this application.
22. I understand that verifications of this information may be obtained or made by the CRA.
23. If approved by the CRA Manager in Section V below, this application shall constitute a binding agreement between the CRA and the Applicant/Home Owner.

Signature of Homeowner

Date

STATE OF _____, COUNTY OF _____. The foregoing instrument was acknowledged
before me this _____ day of _____, 20____, BY _____
who is personally known to me or who has produced _____ as identification.

Notary Public, State of _____ Affix Stamp:

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-340
Prepared By: Stockton Whitten, City Manager
Through: Lavander Hearn, Councilmember
Requested Action: Consider the approval of implementing traffic calming measures, including flashing stop signs, pedestrian signs, and reflectors, in areas of concern such as Park Dr. & N. Carolina Ave., N. Georgia Ave. & Bristol Dr., as well as the curve on Bristol Dr.

BACKGROUND:

Councilman Hearn would like to ask Council to consider approval of the implementation of traffic calming measures, including flashing stop signs, pedestrian signs, and reflectors, in areas of concern such as Park Dr. & N. Carolina Ave., N. Georgia Ave. & Bristol Dr., as well as the curve on Bristol Dr.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

This request is not included in the adopted FY 2025 budget. Budgetary impact of these measures is unknown at this time as the exact type of traffic-calming measures and quantities are not known.

PREVIOUS ACTION:

RECOMMENDED MOTION:

Consider the approval of implementing traffic calming measures, including flashing stop signs, pedestrian signs, and reflectors, in areas of concern such as Park Dr. & N. Carolina Ave., N. Georgia Ave. & Bristol Dr., as well as the curve on Bristol Dr.

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-322
Prepared By: Rebecca Bowman, Finance Director
Through: Stockton Whitten, City Manager
Requested Action: Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024.

BACKGROUND:

In October of 2024, the City's Finance team began year-end adjustments and closing procedures required to close out the fiscal year ended September 30, 2024. In February of 2025, the City's auditors at Forvis Mazars LLP conducted field work for the audit and the report was completed in March 2025. The results of the FY2024 audit and financial reports will be presented to the City Council by Mr. Joel Knopp, Partner at Forvis Mazars LLP, in conjunction with this agenda.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024.



CITY OF COCOA, FLORIDA

REQUIRED AUDITOR COMMUNICATIONS

FISCAL YEAR ENDED SEPTEMBER 30, 2024

Joel Knopp, CPA – Partner

Required Communications to Council (Separate letter provided)

Those communications include:

- Auditor Responsibilities
- Management Responsibilities
- Management Representations
- Audit Adjustments Identified (none)
- Significant Issues Discussed with Management (none)
- Difficulties Encountered (none)

Services and Deliverables

- **Independent Auditor's Report on Financial Statements (Pages 1 - 3)**
 - Unmodified opinion
- **Report on Compliance for Each Major Federal Program and State Project and on Internal Control over Compliance (Pages 204 - 206)**
 - No compliance findings and no internal control findings related to major grants
- **Report on Internal Control over Financial Reporting and on Compliance (Pages 197 - 198)**
 - No internal control findings and no compliance findings related to financial reporting

Federal and State Single Audit

2024 Amounts

Audited Federal Programs:	
AL 21.027 – Coronavirus State and Local Fiscal Recovery Funds	\$1,936,981
AL 97.039 – Hazard Mitigation Grants	2,352,787
Audited State Projects:	
CSFA 37.039 – Statewide Water Quality Restoration Projects	1,078,712

Services and Deliverables *(Cont.)*

- **Management Letter (Pages 199 - 202)**
 - No management letter comments
- **Examination Report on Investment Compliance (Page 203)**
 - No compliance findings related to investment policy and expenditures of E-911 fees

Financial Highlights



City-Wide Analysis (Pages 18-20)

	Governmental Activities 2024	Governmental Activities 2023	Business-type Activities 2024	Business-type Activities 2023
Current Ratio	12.90	13.30	5.65	5.87
Total Assets & Deferred Outflows	\$144M	\$130M	\$392M	\$368M
Total Liabilities & Deferred Inflows	\$76M	\$81M	\$132M	\$137M
Total Net Position:				
Net Investment in Capital Assets	\$43M	\$38M	\$171M	\$154M
Restricted	6M	4M	38M	37M
Unrestricted	18M	6M	51M	38M
Unrestricted NP as a % of Total Expenses	43%	14%	81%	61%
Change in Net Position	\$19M	\$2M	\$29M	\$20M

General Fund (Pages 21 and 23)

	2024	2023
Total Assets	\$62M	\$50M
Total Liabilities and Deferred Inflows	\$6M	\$5M
Fund Balance:		
Nonspendable	\$3M	\$1M
Committed	14M	12M
Assigned	20M	18M
Unassigned	<u>20M</u>	<u>14M</u>
Total Fund Balance	\$57M	\$45M
Unassigned FB as a % of Total Expenditures	48%	41%
Net Change in Fund Balance	\$12M	\$7M

General Fund Budget (Pages 125-127)

	2024 Budget	2024 Actual	Positive (Negative)
Resources:			
Revenues	\$31M	\$42M	\$11M
Other Financing Sources	<u>11M</u>	<u>12M</u>	<u>1M</u>
Total Resources	42M	54M	12M
Total Expenditures	<u>55M</u>	<u>42M</u>	<u>13M</u>
Net Change in Fund Balance	\$(13M)	\$12M	\$25M

Water and Sewer System (Pages 25-27)

	Water and Sewer System 2024	Water and Sewer System 2023
Total Assets & Def Outflows	\$382M	\$360M
Total Liabilities & Def Inflows	131M	137M
Net Position:		
Net Investment in Capital	165M	154M
Restricted	37M	38M
Unrestricted	<u>48M</u>	<u>31M</u>
Total Net Position	<u>\$250M</u>	<u>\$223M</u>
Total Operating Revenues	\$83M	\$79M
Total Operating Expenses	<u>58M</u>	<u>57M</u>
Operating Income (Loss)	25M	22M

Council Action



Council Action

- Request approval to accept the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024

Contact

Forvis Mazars

Joel Knopp

Partner

P: 407.740.5400

Joel.knopp@us.forvismazars.com

The information set forth in this presentation contains the analysis and conclusions of the author(s) based upon his/her/their research and analysis of industry information and legal authorities. Such analysis and conclusions should not be deemed opinions or conclusions by Forvis Mazars or the author(s) as to any individual situation as situations are fact-specific. The reader should perform their own analysis and form their own conclusions regarding any specific situation. Further, the author(s)' conclusions may be revised without notice with or without changes in industry information and legal authorities.

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CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-286
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: The approval of the applicants' request for a reduction of the current Code Enforcement Lien for the property located at 1208 Cambridge Dr., be reduced to City Cost of \$2,274.72. Staff are in support of a lien reduction to the amount of **\$2,274.72** to cover the city's cost.

CODE ENFORCEMENT BOARD RECOMMENDED MOTION
that Code Enforcement Lien be reduced to the amount of
\$1,333.33

BACKGROUND:

Case #09-352

Code Enforcement Offense:

On **March 13, 2009**, Code Enforcement Staff conducted a proactive patrol on Cambridge Drive and observed code violations at 1208 Cambridge Drive. The owner, James Carrier, was found in violation of "Ch 6 Sec. 6-900 (b), Permit Required. A notice of violation was generated on **March 13, 2009**, and sent to the address on file with the Brevard County Property Appraiser.

The Code Enforcement Board held a public hearing on **September 17, 2009**, at which time the Board found the owner, James Carrier, in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$100.00 per day
- **Duration:** From October 17, 2009, to July 5, 2023
- **Total Fine Amount:** \$500,910.00

Lien Reduction Request: James Carrier (property owner) is requesting a reduction of the lien to the cost of staff **\$2,274.72**.

CODE ENFORCEMENT BOARD RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 1208 Cambridge Drive, be reduced to the amount of **\$1,333.33** as recommended by the Code

Enforcement Board at the November 21, 2024, Code Board hearing.

STAFF RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 1208 Cambridge Drive, be reduced to City cost in the amount of **\$2,274.72**.

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Residency:** The property is owner-occupied.
- **Ownership at time of violation:** yes
- **Number of Violations:** 1
- **Number of Inspections:** 13
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Property inspected and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** \$186,820
- **Staff Cost:** \$2,274.72

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the

application. If denied or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

The Code Enforcement Board held a public hearing on **September 17, 2009**, at which time the Board found the property owner James Carrier in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$100.00 per day
- **Duration:** From October 17, 2009, to July 5, 2023
- **Total Fine Amount:** \$500,910.00

Lien Reduction Request: James Carrier (property owner) is requesting a reduction of the lien to the cost of staff **\$2,274.72**.

RECOMMENDED MOTION:

The approval of the applicants' request for a reduction of the current Code Enforcement Lien for the property located at 1208 Cambridge Dr., be reduced to City Cost of \$2,274.72. Staff are in support of a lien reduction to the amount of **\$2,274.72** to cover the city's cost.

CODE ENFORCEMENT BOARD RECOMMENDED MOTION that Code Enforcement Lien be reduced to the amount of **\$1,333.33**



Application # CE - 09 - 352

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone: (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
JUN 25 2024
BY: _____

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 6/25/24

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

Company (if applicable): _____

Name: James Carrier

Mailing Address: 1208 Cambridge DR.

City: Cocoa State: FL Zip Code: 32922

Phone #: _____ Fax #: _____

Mobile #: 689-777-2200 E-mail: _____

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): _____

Name: SAME

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Information for property on which lien occurs:

Street Address and Location: 1208 Cambridge Dr.

Parcel ID:

2436208003-1100-

000000000000

Tax Account Number:

2415583

Existing Use(s) on Property: Self

Proposed Use(s) on Property: Self

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): unpermitted work

Date Fine or Lien Imposed: 10/17/09 per day Amount of Fine: \$ 500,910.00

Have the violation(s) on the subject property been corrected: Yes No (Circle one)

Date upon which the subject property was brought into compliance: 7/5/23

5. Please provide the following information:

Code enforcement case number: 09-352

Were you the property owner at the time the lien was imposed? Yes No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 14 1/2 yrs.

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Had medical issues.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

medical issues

Amount you are requesting that the lien be reduced to:

Staff Cost

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

medical issues

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. Please submit the following items in order complete the application:

- a. ☒ Notarized application.
- b. ☒ Reimbursement to City for recording costs at time of application. Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. The application fee is \$20.00 and will need to be paid at the time the application is submitted.
- c. ☐ Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ Corporate documents. If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ Additional information (optional). Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard I, James Carrier
being first duly sworn, depose and say that

- ☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

James Carrier
(APPLICANT SIGNATURE)
Public)

Notary Public State of Florida
Daria D Crowl
My Commission HH 327608
Expires 11/11/2025
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL DL

Daria D. Crowl
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 25 day of June, 2024

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.
3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.
4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.
5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.
6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:
 - a. The witness has personal knowledge of the fact in which the witness will testify; and/or
 - b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
 1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:
 - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
 - The opinions and inferences do not require any special knowledge, skill experience or training.
 2. Expert witness. Testimony of an expert witness is qualified only if:
 - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
 - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

- (b) **Application.** The application shall be executed under oath and sworn to in the presence of a notary public.
- (c) **Reimbursement to city for recording costs at time of application.** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) **Processing of application by Code Enforcement Manager or Chief of Police.** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.
- (e) **Code enforcement board hearing.** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

- (1) The gravity of the violation;
 - (2) The time in which it took the violator to come into compliance;
 - (3) The accrued amount of the code enforcement fine or lien;
 - (4) Any previous or subsequent code violations;
 - (5) Any financial hardship; and
 - (6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.
- (f) **Presentation to city council.** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.
- City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.
- (g) **Compliance with city council conditions.** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
 - (h) **Effect of denial on application for subsequent lien reduction or forgiveness.** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)



City of Cocoa, Florida

COCOA POLICE DEPARTMENT
CODE ENFORCEMENT DIVISION

Serving the Community

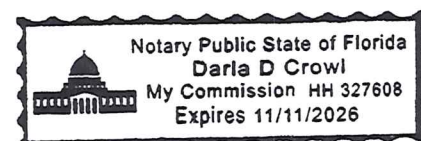


I James Carrier property owner of: 1208 Cambridge Dr Cocoa FL hereby authorize Code Enforcement staff to help assist my completion of the City of Cocoa lien reduction application due to my disability. I have reviewed all of the completed area(s) and confirm all information to be true to the best my of knowledge.

James T. Carrier
James Carrier (Property Owner)
Property Owner
1208 Cambridge Dr
Cocoa FL 32922

Sworn to (or affirmed) and subscribed before me this 25 day of June,
2024, by James Carrier. Personally known _____ OR Produced
Identification FL DL Type of Identification Produced FL DL

Darla D. Crowl 6/25/24
Signature / Date
Notary Public



Property Information

Address:

1208 CAMBRIDGE DR
COCOA, FL 32922

Location ID:

8606

PARCEL NUMBER:

24 3620B03 11

Alternate ID #:

2415583

Zoning:

NA NOT AVAILABLE

Subdivision:

Property Address Map

1208 CAMBRIDGE DR COCOA,FL 32922 1469553.40 737003.98 X 243620B0311 8606 2415583

Case General Information

Case status:

FL Fixed Lien

Status date:

9/27/2023

Case type:

PERM Unpermitted Work

Reported date:

3/12/2009

Origination:

OO Officer Observed

Default inspector:

VLB Vincent Buonocore

Credit balance:

.00

Disposition:

Public

Pin number:

441952

Owner Information

Owner name:

CARRIER, JAMES

Address:

1208 CAMBRIDGE DR
COCOA, FL 32922

City:

0

Phone:

Y

Notice:

Y

Flip:

Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
Ch.6 Art. I Sec. 6-105(a)	LF	BRICK WALL	1	3/13/2009	1/27/2012
Ch.6 Art. I Sec. 6-105(a)	LF	PERMIT# 09-042	1	3/13/2009	1/27/2012

Case Data

Description	Data
Extension Time	N
Commercial Y/N	N
Owner Occupied Y/N	Y
Residential Y/N	Y
Vacant Y/N	N
Rental Y/N	N
Right-of-Way	N
Zoning Code	

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type Description

Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
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Type Description
 Lien paid

Transaction Amount Due Amount Billed Starting date Ending date Daily fee Lien amount

(continued)

Lien paid						
AM Administration Fee	10.00	10.00	.00	5/25/2023	.00	.00
LF Code Board Fine to Lien	500900.00	500900.00	.00	10/17/2009	7/05/2023	100.00
	500910.00	500910.00	.00			.00

RECEIPT

RECEIVED FROM

DATE

No.

\$

DOLLARS

☐ FOR RENT
☐ FOR

ACCOUNT	
PAYMENT	
BAL. DUE	

☐ CASH
☐ CHECK
☐ MONEY ORDER
☐ CREDIT CARD

FROM

TO

BY

3-11



Jim Ford, C.F.A.
Property Appraiser
Brevard County, FL



Property
Research

[Home] [Budget] [Meet Jim Ford] [Appraiser's Job] [General Info] [Amendment 1] [Save Our Homes] [Exemptions] [Tangible Property]
 [Locations] [Forms] [Appeals] [Property Research] [Map Search] [Maps & Data] [Unusable Property] [Tax Authorities] [Tax Facts] [FAQ]
 [Links] [In The News] [Tax Estimator] [Contact Us]

General Parcel Information for 24-36-20-BO-00003.0-0011.00

Parcel Id:	24-36-20-BO-00003.0-0011.00	Map/Ortho	Aerial	Millage Code:	23D0	Exemption:	6	Use Code:	110
* Site Address:	1208 CAMBRIDGE DR , COCOA 32922							Tax Acct:	2415583

* Site address information is assigned by the Brevard County Address Assignment Office for E9-1-1 purposes; this information may not reflect community location of property.

Tax information is available at the Brevard County Tax Collector's web site
 (Select the back button to return to the Property Appraiser's web site)

Owner Information

Owner Name:	CARRIER, JAMES
Second Name:	
Third Name:	
Mailing Address:	1208 CAMBRIDGE DR
City, State, Zipcode:	COCOA, FL 32922

Abbreviated Description

Plat Book/Page:	Sub Name:	LOT 11
0012/0100	PINERIDGE UNIT NO 3	BLK 3

View Plat (requires Adobe Acrobat Reader-file size may be large)

Value Summary for 2008

* Market Value Total:	\$86,600
Agricultural Assessment:	\$0
Assessed Value:	\$86,600
** Homestead Exemption:	\$25,000
** Additional Exemption:	\$25,000
** Other Exemptions:	\$5,000
*** Taxable Value:	\$31,600

Land Information

Acres:	0.2
Site Code:	0

* This is the value established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

** Exemptions as reflected on the Value Summary table are applicable for the year shown and may or may not be applicable if an owner change has occurred.

*** The additional exemption does not apply when calculating taxable value for school districts pursuant to amendment 1. Therefore the taxable value used to compute school district tax is \$25,000 higher.

Market Value (new owner, no homestead) \$86,600
 x \$0.00 Exemptions (homestead = \$25,000) \$0

Taxable Value (with exemptions only) \$0
 x \$0.00 Taxable Value (with exemptions and SOH cap) \$0
 x \$0.00 2008 Estimated Savings Resulting From Exemptions

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 09-00000352
CERTIFIED MAIL: 70081140000317535375

September 17, 2009

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

JAMES CARRIER
1208 CAMBRIDGE DR
COCOA FL 32922

VS.

Findings of Fact and Conclusions of Law and Order

THIS CAUSE came on for public hearing before the Code Enforcement Board on September 17, 2009, after due notice to Respondent(s). And the Board, having heard testimony under oath, received evidence, considered stipulations and heard argument, thereupon issues it's Findings of Fact, and it's Conclusions of Law and Order, as follows : To comply with Sec. 6-105 (a) Building permits required within 30 days.

1. FINDINGS OF FACT

The Respondent(s), JAMES CARRIER whose mailing address is 1208 CAMBRIDGE DR COCOA FL 32922, is the owner or person in charge of the property described as 1208 CAMBRIDGE DR Cocoa, FL, Parcel ID: 24-36-20-BO-00003.0-0011.00 . The date this condition first observed was, March 25, 2009, and that re-inspection was made on September 17, 2009, and confirmed the condition as being the same. The aforesaid condition constituted a violation of the Code of Cocoa, Florida, and was to be corrected by April 4, 2009. That correction has not been made.

2. CONCLUSIONS OF LAW

The Respondent(s), JAMES CARRIER, by reason of the foregoing is in violation of the Code of Cocoa, Florida, Sec. (see attached) in that the Respondent(s) has/have failed to remedy the violation(s), and is/are subject to the provisions of the Code of Cocoa, Florida.

3. ORDER

Respondent(s) is/are to correct the aforesaid violation(s) on or before (October 17, 2009). In the event that the aforesaid violation(s) is/are not corrected by said date, then in that

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 09-00000352
CERTIFIED MAIL: 70091680000058271282**

November 20, 2009

Complainant

**THE CITY OF COCOA,
A Florida municipal Corporation**

Respondent(s)

**James Carrier
1208 Cambridge Dr
Cocoa, FL 32922**

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on September 17, 2009, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).

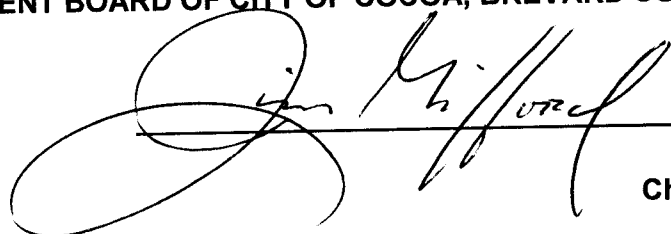
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated September 17, 2009

Accordingly, it having been brought to the Board's attention on November 19, 2009 , That Respondent(s) have not complied with the Order dated September 17, 2009, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of ONE HUNDRED DOLLARS (\$100.00) per day , for each and every day the violation(s) exists and continues to exist 1208 Cambridge Dr, described as: Parcel ID 24-36-20-BO-00003.0-0011.00. The violation is Sec. 6-105 (a) Building permits required.

After October 17, 2009, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED this 20th day of November 2009, at City of Cocoa, Florida.

CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA



Chairman of Board

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
9/19/2024

LIEN REDUCTION REQUEST FOR
1208 Cambridge Dr

CASE # 09-352

The Code Enforcement Board held a public hearing on **September 17, 2009**, at which time the Board found the owner, **James Carrier** in violation of the following:

- **Permit Required Sec. 6-105 (a)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **November 19, 2009**.

The lien ran at **\$100.00** per day from **October 17, 2009** until compliance was achieved on **July 5, 2023** Code records show onsite inspections were conducted by **Officers Buell, Buonocore, and Myself**. The case was closed leaving a fine of **\$500,910**. The current owner, **James Carrier**, is requesting that the lien be reduced to **the cost of staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **13**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, November 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$186,820** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **\$2,274.72**

Staff's recommendation is that the fine/lien be reduced to **\$2,274.72** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Code Enforcement Board
Meeting Minutes
November 21, 2024**

A meeting of the Code Enforcement Board of the City of Cocoa was held on Thursday, November 21, 2024, in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

OPENING MATTERS:

Chairman Roberts called the meeting to order at 6:00 P.M. The Board Secretary called the roll.

MEMBERS PRESENT:

Lloyd Roberts	Chairman
George Brown Jr.	Vice Chairman
Sharri Scott	Board Member
Dik Muller	Board Member
Melissa Acosta	Board Member
Michael Simpson	Board Member

MEMBERS ABSENT:

Gloria Weatherspoon	1st Alternate-excused
Josue Otero	Board Member-excused

OTHERS PRESENT:

Tom Wilkinson	Code Enforcement Manager
Micheal Mack	Code Enforcement Officer
Kristin Eick	Board Attorney
Darla Crowl	Recording Secretary
Officer Wedlowe	Police Officer
Ms. Weeks	Councilwoman

The Board Secretary swore in all Staff members giving testimony.

APPROVAL OF AGENDA AND MINUTES:

1. Approval of Agenda: November 21, 2024

Motion by Vice Chair. Brown, seconded by Mr. Muller, to approve to the agenda of November 21, 2024. Vote on the motion carried unanimously.

2. Approval of Meeting Minutes: August 15, 2024.

Motion by Vice Chair Brown, seconded by Ms. Acosta, to approve to the minutes of August 15, 2024. Vote on the motion carried unanimously.

3. Submit to the record of all documents & notices for all cases on the Agenda.

CASES:

1. CE-24-279 – 1112 Ohio Street

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner was in violation of *Accessory Structures Ch 6 Sec. 6-1001 (g), Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d, Exterior General Condition Ch 6 Sec. 6-1003 (a-p), Maint of Struct/Grounds Ch 6 Sec. 6-900 (b)(4) a-c, Parking in Yard Ch 6 Sec. 6-900 (b)(9), Permit Required App A Art. XV Sec 2 (a), Protective Treatment, Ch 6 Sec. 6-1003 (b), Storage of Rec. Vehicles, App A Art. XIII Sec 14 (a-d), Storing Vehicles, Ch 6 Sec. 6-900 (b)(8), Storing Junk or Autos, Ch 6 Sec. 6-902 (b)(1)(2), Storing Outdoors, Ch 6 Sec. 6-900 (b)(11), Temp Storage, App A Art. XIII Sec 30 (a)(3), Trailers In Yard, Ch 6 Sec. 6-900 (b)(15), District and Intent – RU – 1-7 and Single- Family Residence App. A Art. XI, Sec. 3 and of the City Code.*

Officer Mack requested that the Board find the Property Owner in violation and be given until January 21, 2025 (60 days) to come into compliance or impose a fine **twenty-five dollars (\$25.00)** per day until found in compliance.

Property owner was sworn in: Mark Yates, 1112 Ohio Street

Vice Chair Brown asked Officer Mack if any of the violations have been corrected. Officer Mack stated that the violations have not been corrected and that the Police Department had been called out to the property for a disturbance. Ms. Scott had questions about the compliance date that was for 60 days not 30 days. Ms. Scott had question about the twenty-five dollars per violation or for all. Officer Mack explained to Ms. Scott that Manager Wilkinson was the person that said to do twenty-five dollars (\$25.00) for all the violations. Officer Mack stated the owner does live at the property. Chairman Roberts asked if this case could be continued because of all of the conflicting items on the agenda? Attorney Eick gave her thoughts on what could be done for this case. Chairman Roberts voiced his opinion about what was going on with the agenda and the Code Board Meeting. He stated he was very unhappy. More discussion amongst the Board members Attorney Eick and staff.

Motion by Ms. Scott, seconded by Ms. Acosta, to table this case until the next meeting January 16, 2025, and find the Property Owner in violation. Vote on the motion carried unanimously.

NON-COMPLIANCE:

2. CE-23-532 – 724 Aurora St

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of ***Exterior General Condition Ch 6 Sec. 6-1003 (a,b,f)*** of the City of Cocoa Code. Officer

Mack stated a Notice of Hearing was sent on **November 5, 2024**, and property owner remains in violation.

Ms. Acosta asked what the violation was for. Officer Mack explained the separation of the wall from the original structure. Chairman Roberts asked how long the property owner was given to fix the property. They were given one month to come into compliance. They were given a year prior to fix before coming to the Board. Discussion amongst the Board members and staff.

Motion by Mr. Brown seconded by Mr. Simpson, to approve Staff's recommendation and find the Owner in Non-Compliance. Vote on the motion carried unanimously.

3. CE-23-843 – 1206 Tulip Lane

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of ***District and Intent – RU-1-7-Single Family Residential, App. A, Art. XV, Sec. 3 and Permit Required, App. A Art. XV Sec. 2 (a)*** of the City of Cocoa Code. Officer Mack stated a Notice of Hearing was sent on **November 5, 2024**, and property owner remains in violation.

Property owner was sworn in: Imran Qureshi, 1207 Rosecrans Ave, Fullerton, CA

Mr. Qureshi reminded the Board that they gave him 3 months to come into compliance. He stated that he was having problems getting a contractor. Mr. Qureshi has found a new contractor to start the project. Mr. Qureshi asked the Board for more time. Chairman Roberts stated that this was a noncompliance hearing. Chairman Roberts explained that once the property was fixed, he could come back in front of the Board for a lien reduction. More discussion amongst the Board members and staff.

Motion by Mr. Brown seconded by Mr. Simpson, to approve Staff's recommendation and find the Owner in Non-Compliance. Vote on the motion carried unanimously.

4. CE-23-1264 – 356 Lucas Lane #B

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of ***Permit Required App A Art. XV Sec 2 (a), Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(m), Rental Business Tax, Ch 6 Sec. 6-2003, One Time Fee of \$250, and Electrical Facilities, Sec. 6-1303 (c)*** of the City of Cocoa Code. Officer Mack stated a Notice of Hearing was sent on **November 7, 2024**, and property owner remains in violation.

Motion by Mr. Simpson seconded by Ms. Acosta, to approve Staff's recommendation and find the Owner in Non-Compliance. Vote on the motion carried unanimously.

4. CE-24-152 – 1302 Japonica

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of ***Accessory Structures Ch 6 Sec. 6-1001 (g), Exterior Structure (Unsanitary and Disrepair), Sec. 6-1003 (a), Exterior Structure (Exterior Walls), Sec. 6-1003 (f) and Permit***

Required, App. A Art. XV Sec. 2 (a) of the City of Cocoa Code. Officer Mack stated a Notice of Hearing was sent on **November 5, 2024**, and property owner remains in violation.

Chairman Roberts stated what was read into the record was not what was on the agenda. Attorney Eick also stated the code sections were not the same as what was on the agenda. Attorney Eick stated the Board Order was the same as what Officer Mack read into the record. Manager Wilkinson said that was a scrivener's error, but the board order was correct. Chairman Roberts stated that the Board and Code Enforcement should be on the same page and the agenda and what is read in should match. Chairman Roberts was upset that the Board and Code Enforcement look like a second-rate city. Chairman Roberts asked the attorney if he could adjourn the meeting. Attorney Eick suggested to continue this item as there were 2 lien reductions on the agenda. More discussion amongst the Board members and staff.

Motion by Chairman Roberts seconded by Ms. Acosta, amend Staff's recommendation and continue to the January 16, 2025, meeting and find the Owner in Non-Compliance. Vote on the motion carried unanimously.

6. CE-23-624 – 1044 W Hillcrest

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of **Permit Required App A Art. XV Sec 2 (a)** of the City of Cocoa Code. Officer Mack stated a Notice of Hearing was sent on **November 5, 2024**, and property owner remains in violation.

Vice Chairman asked what the problem with getting a permit for that. Officer Mack stated that 2 permits were required one from the public works (because work in city easement) one from the building department. Ms. Acosta asked how long the pavers have been down. Officer Mack stated they have been down since 2023. More discussion amongst the Board members, property owner, attorney and staff.

Property owner was sworn in: De La Mendoza, 1044 W Hillcrest

Motion by Mr. Simpson seconded by Ms. Acosta, to approve Staff's recommendation and find the Owner in Non-Compliance. Vote on the motion 5-Yay 1-Nay (Mr. Muller).

Lien Reductions:

1. CE-09-352 – 1208 Cambridge Dr.

The Code Enforcement Board held a public hearing on **September 17, 2009**, at which time the Board found the owner, **James Carrier** in violation of the following:

- **Permit Required Sec. 6-105 (a)**

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **November 19, 2009**.

The lien ran at **\$100.00** per day from **October 17, 2009** until compliance was achieved on **July 5, 2023** Code records show onsite inspections were conducted by **Officers Buell, Buonocore, and Myself**. The case was closed leaving a fine of **\$500,910**. The current owner, **James Carrier**, is requesting that the lien be reduced to **the cost of staff**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **Yes**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **13**
- Property Taxes: **Taxes are paid through 2023**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, September 19, 2024, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$186,820** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **\$2,274.72**

Staff's recommendation is that the fine/lien be reduced to **\$2,274.72** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: James Carrier, 1208 Cambridge Dr.

More discussion amongst the Board members and staff.

Attorney Eick asked Manager Wilkinson what was done on the property to require a permit. Mr. Carrier stated that he enclosed his carport without a permit. Mr. Carrier gave an overview of what he did on the property. Vice Chairman Brown recommended the lien be reduced to the amount of two thousand five hundred dollars (\$2,500.00) which Chairman Roberts suggested a different amount.

Motion by Chairman Roberts, seconded by Mr. Muller, to amend staff's recommendation to City Council the lien reduction be in the amount of one thousand one hundred thirty-seven dollars and thirty-six cents (\$1,137.36). Vote on the motion carried unanimously.

2. CE-21-0044 – 228 Beverly Road

The Code Enforcement Board held a public hearing on **June 17, 2021**, at which time the Board found the owner, **Joe Shaffer** in violation of the following:

- **XXXIII. Storing Outdoors, Ch 6 Sec. 6-900 (b)(11)**
- **Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d**
- **XXI. Permit Required App A Art. XV Sec 2 (a)**
- Tents as accessory structures is prohibited APP. A, ART. XIII, Sec. 6

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 19, 2021**.

The lien ran at **\$100.00** per day from **July 17th, 2021** until compliance was achieved on **February 9th, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$93,720.00**. The current owner, **Barry Shaffer**, is requesting that the lien be reduced to **the amount of zero**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **NO**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **19**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, November 21, 2024 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$195,200** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **\$2,741.58**

Staff's recommendation is that the fine/lien be reduced to **\$2,741.58** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property representative was sworn in: Stewart Buchanan, P.O. Box 1545, Titusville

Mr. Buchanan excepted the amount of the lien reduction amount of **\$2,741.58**.

Motion by Mr. Brown, seconded by Mr. Simpson, to approve staff's recommendation to City Council the lien reduction be in the amount of two thousand seven hundred forty-one dollars and fifty-eights cents (**\$2,741.58**). Vote on the motion carried unanimously.

NEW BUSINESS

None

Other Business:

None

ABATEMENT APPEALS:

None

Manager Announcements:

None

NEXT MEETING:

The next regular meeting of the Code Enforcement Board will be held on January 16, 2025.

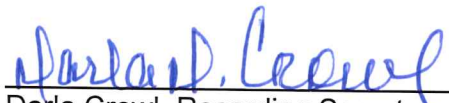
ADJOURNMENT:

There being no further business the meeting adjourned at 7:36 PM.

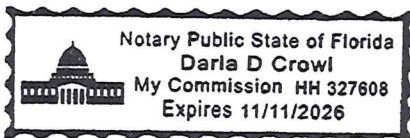
Approved on this 16 day of January, 2025.



Lloyd Roberts, Chairman



Darla Crowl, Recording Secretary



**Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE-09-352

Date: 11/21/2024

James Carrier

Site Address: 1208 Cambridge Dr

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	13	0.75	\$35.06	\$341.84
2	Code Manager	2	0.75	\$48.54	\$72.81
3					
				Total A1	\$414.65

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	13	0.5	35.06	\$455.78
2	Code Manager	4	0.5	48.54	\$194.16
3					
				Total A2	\$649.94

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	15	\$36.06	\$540.90
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$990.90

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	52	\$0.64	\$33.28
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	23	\$0.55	\$12.65
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$219.23

C. Total Amount of Cost (A1+A2+A3+B):

\$2,274.72

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-287
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: Approve the current Code Enforcement Lien for the property located at 1112 Myrtle Lane, be reduced to the amount of **\$5,000.00** as recommended by the Code Enforcement Board at the March 20, 2025, Code Board hearing.

BACKGROUND:

Case #09-102

Code Enforcement Offense:

On **November 24, 2008**, Code Enforcement conducted a proactive patrol on Myrtle Lane and observed code violations at 1112 Myrtle Lane. The previous owner (Patrick Badgett) was found in violation of Ch 6 Sec. 6-105 (a), Building Permit Required. A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser.

The Code Enforcement Board held a public hearing on **June 18, 2009**, at which time the Board found the owner, Patrick Badgett, in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$50.00 per day
- **Duration:** From 04/04/2009 to 09/06/2024
- **Total Fine Amount:** \$281,720.00

Lien Reduction Request: Equifirst Properties (Richard Cary current property owner) is requesting a reduction of the lien to the cost of staff **\$3,074.43**.

CODE ENFORCEMENT BOARD RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 1112 Myrtle Lane, be reduced to the amount of **\$5,000.00** as recommended by the Code Enforcement Board at the March 20, 2025, Code Board hearing.

STAFFS RECOMMENDED MOTION

Approve the current Code Enforcement Lien be reduced to the amount of **\$5,000.00** as requested by the applicant and recommended by the Code Enforcement Board.

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Residency:** The property is tenant occupied
- **Ownership at Time of violation:** No, new property owner.
- **Number of Violations:** 1
- **Number of Inspections:** 24
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Inspected and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** \$179,060
- **Staff Cost:** \$3,074.43

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

Code Enforcement Offense:

On **November 24, 2008** Code Enforcement conducted a proactive patrol on Myrtle Lane and observed code violations at 1112 Myrtle Lane. The previous owner (Patrick Badgett) was found in violation of Ch 6 Sec. 6-105 (a), Building Permit Required. A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser.

The Code Enforcement Board held a public hearing on **June 18, 2009**, at which time found the Board Found the owner Patrick Badgett in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$50.00 per day
- **Duration:** From 04/04/2009 to 09/06/2024
- **Total Fine Amount:** \$281,720.00

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1112 Myrtle Lane, be reduced to the amount of **\$5,000.00** as recommended by the Code Enforcement Board at the March 20, 2025, Code Board hearing.

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/20/2025

LIEN REDUCTION REQUEST FOR
1112 Myrtle Land

CASE # CE-09-102

The Code Enforcement Board held a public hearing on **June 18, 2009**, at which time the Board found the owner, **Patrick Badgett** in violation of the following: Sec. 6-105 (a) permit required.

The Code Enforcement Board provided the owner sufficient time **April 3, 2009** to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **January 25, 2010**.

The lien ran at **\$50.00** per day from **April 4, 2009** until compliance was achieved on **September 6, 2024**. Code records show the case was closed leaving a fine of **\$281,720.00**. The current owner (**Richard Carey**), is requesting that the lien be reduced to **\$5,000**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **24**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, March 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$179,000.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet and the in total amount of **\$3,074.43**

Staff's recommendation is that the fine/lien be reduced to **\$3,074.43** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.



Application # CE - _____

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
DEC 12 2024
BY: [Signature]

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 12/9/2024

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

Company (if applicable): Equifirst Properties LLC

Name: Richard Carey

Mailing Address: 1801 Indian Road Ste 103

City: West Palm Beach State: FL Zip Code: 33409

Phone #: 913-963-9800 Fax #: _____

Mobile #: _____ E-mail: richard@rcareylaw.com

3. Property Owner Information:

* Check here if same as Applicant → ☐

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): Equifirst Properties LLC

Name: _____

Mailing Address: 1801 Indian Road Ste 103

City: West Palm Beach State: FL Zip Code: 33409

Phone #: 913-963-9800 Fax #: _____

Mobile #: _____ E-mail: richard@rcareylaw.com

4. Information for property on which lien occurs:

Street Address and Location: 1112 Myrtle Ln, Cocoa, FL 32922

Parcel ID:

2 4 - 3 6 - 2 9 - 0 1 - 5 1 3 -

Tax Account Number:

2 4 2 1 6 7 0

Existing Use(s) on Property: currently vacant

Proposed Use(s) on Property: vacant

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Unpermitted Work

Date Fine or Lien Imposed: 11/21/2008
per day

Amount of Fine: \$50 per day

Have the violation(s) on the subject property been corrected: ☒ Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 9/5/2024

5. Please provide the following information:

Code enforcement case number: 09-00000102

Were you the property owner at the time the lien was imposed? Yes / ☒ No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property owner at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / ☒ No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / ☒ No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / ☒ No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:
The liens in question were due to issues stemming from a prior owner and subsequent structural repairs.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Unfortunately, I was not notified of these liens being placed on the property, which prevented me from addressing them in a timely manner. Upon discovering the situation, I took action to rectify the issues and have since complied with all necessary requirements to resolve the matter.

Amount you are requesting that the lien be reduced to: \$5,000

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

We do not have any properties in the City of Cocoa other than this one with code violations.

6. Please submit the following items in order complete the application:

- a. ☒ **Notarized application.** Notarized original application was in documents sent in.
- b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. The application fee is \$20.00 and will need to be paid at the time the application is submitted. Check was attached with original application submitted.
- c. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard I, Richard Carey
being first duly sworn, depose and say that:

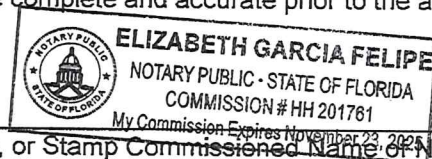
- ☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.


(APPLICANT SIGNATURE)
Public

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

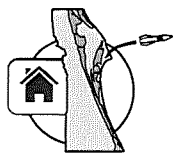


(Print, Type, or Stamp Commissioned Name of Notary)


(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 9th day of December, 20 24



Dana Blickley, CFA, Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700

www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS

Account 2421670 - Roll Year 2024

Owners	EQUIFIRST PROPERTIES LLC
Mailing Address	801 NORTHPOINT PKWY, STE 141 WEST PALM BEACH FL 33407
Site Address	1112 MYRTLE LN COCOA FL 32922
Parcel ID	24-36-29-01-5-13
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.19
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0011/0100
Subdivision	PINERIDGE SUBD
Land Description	PINERIDGE SUBD LOT 13 BLK 5



VALUE SUMMARY

Category	2024	2023	2022
Market Value	\$179,060	\$170,650	\$136,250
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$179,060	\$61,760	\$59,970
Assessed Value School	\$179,060	\$61,760	\$59,970
Homestead Exemption	\$0	\$25,000	\$25,000
Additional Homestead	\$0	\$11,760	\$9,970
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$179,060	\$25,000	\$25,000
Taxable Value School	\$179,060	\$36,760	\$34,970

SALES / TRANSFERS

Date	Price	Type	Instrument
03/14/2024	---	QC	10150/0976
11/03/2023	---	PB	9926/1158
07/27/2023	\$10,000	WD	9925/2354
10/29/2020	---	PB	9926/1160
05/15/1978	\$18,500	WD	1938/0661
07/01/1972	---	QC	1264/0423

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	VINYL/ALUMINUM	Year Built	1957
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	1,296	Carport	96
Enclosed Por	250	Outbuilding	320
Open Porch	68	Covered Patio	120
Screen Porch	300	Screen Enclosure	594
Utility Room	240	Spa - Residential Detached	1
Utility Room	60		
Total Base Area	1,296		
Total Sub Area	2,214		

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 09-00000102
CERTIFIED MAIL: 70081140000317577351**

June 18, 2009

Complainant

**THE CITY OF COCOA,
A Florida municipal Corporation**

Respondent(s)

**PATRICK M BADGETT
1112 MYRTLE LANE
COCOA FL 32922**

VS.

Findings of Fact and Conclusions of Law and Order

THIS CAUSE came on for public hearing before the Code Enforcement Board on June 18, 2009, for Noncompliance after due notice to Respondent(s). And the Board, having heard testimony under oath, received evidence, considered stipulations and heard argument, thereupon issues it's Findings of Fact once again, and it's Conclusions of Law and Order, as follows : To table this case until the September 17, 2009 Code Board hearing to give time to obtain Sec. 6-105 (a) Building permit.

1. FINDINGS OF FACT

The Respondent(s), PATRICK M BADGETT whose mailing address is 1112 MYRTLE LANE COCOA FL 32922, is the owner or person in charge of the property described as 1112 MYRTLE LN Cocoa, Fl., Parcel ID: 24-36-29-01-00005.0-0013.00 . The date this condition first observed was, November 24, 2008, and that re-inspection was made on June 18, 2009, and confirmed the condition as being the same. The aforesaid condition constituted a violation of the Code of Cocoa, Florida, and was to be corrected by April 3, 2009 . That correction has not been made.

2. CONCLUSIONS OF LAW

The Respondent(s), PATRICK M BADGETT, by reason of the foregoing is in violation of the Code of Cocoa, Florida, Sec. (see attached) in that the Respondent(s) has/have failed to remedy the violation(s), and is/are subject to the provisions of the Code of Cocoa, Florida.

3. ORDER

Respondent(s) is/are to correct the aforesaid violation(s) on or before (September 17, 2009). In the event that the aforesaid violation(s) is/are not corrected by said date, then in

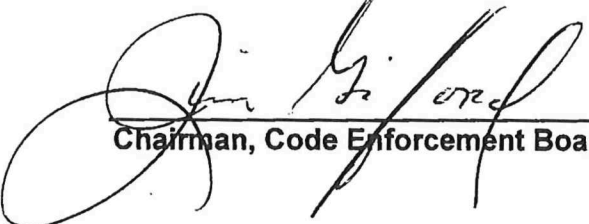
that event, The City of Cocoa shall impose a fine of (\$50.00) per day, for each day that the violation(s) exist.

In addition, if the violation is corrected and thereafter the violation has been repeated, there shall be imposed against the Respondent(s) PATRICK M BADGETT, a fine of (\$100.00) per day, for each day that the violation(s) has/have been repeated. A hearing shall be necessary for the issuance of this ORDER.

DONE AND ORDERED THIS (June 19, 2009)

by

CODE ENFORCEMENT BOARD
OF THE CITY OF COCOA, FLORIDA


Chairman, Code Enforcement Board

Prepared by and Return to:
Joan Clark, MMC, City Clerk
65 Stone Street
Cocoa, FL 32922

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 09-00000102
CERTIFIED MAIL: 70091680000058281038**

January 25, 2010

Complainant

**THE CITY OF COCOA,
A Florida municipal Corporation**

Respondent(s)

**Patrick M Badgett
1112 Myrtle Lane
Cocoa, FL 32922**

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on March 19, 2009, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).

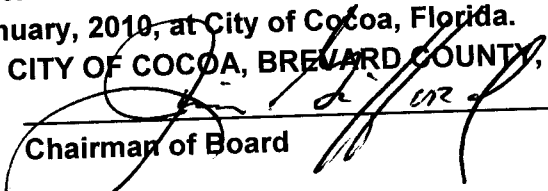
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated March 19, 2009

Accordingly, it having been brought to the Board's attention on January 21, 2010, That Respondent(s) have not complied with the Order dated March 19, 2009, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of FIFTY DOLLARS (\$50.00) per day, for each and every day the violation(s) exists and continues to exist 1112 Myrtle Ln, described as: Parcel ID 24-36-29-01-00005.0-0013.00. The violation is as follows: Sec. 6-105 (a) Building permits required.

After April 4, 2009, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED this 21st day of January, 2010, at City of Cocoa, Florida.

CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA


Chairman of Board

CERTIFICATION

I hereby certify that this is an Original Copy of the order of the Code Enforcement Board dated:

Date: 1-25-2010 Signed: Mary Lou Stearns
Mary Lou Stearns, Recording Secretary Code Enforcement Board

CFN 2010014903, OR BK 6102 PAGE 2817,
Recorded 01/27/2010 at 01:47 PM. Scott Ellis, Clerk of
Courts, Brevard County
Pgs: 1

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
3/20/2025

LIEN REDUCTION REQUEST FOR
1112 Myrtle Land

CASE # CE-09-102

The Code Enforcement Board held a public hearing on **June 18, 2009**, at which time the Board found the owner, **Patrick Badgett** in violation of the following: Sec. 6-105 (a) permit required.

The Code Enforcement Board provided the owner sufficient time **April 3, 2009** to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **January 25, 2010**.

The lien ran at **\$50.00** per day from **April 4, 2009** until compliance was achieved on **September 6, 2024**. Code records show the case was closed leaving a fine of **\$281,720.00**. The current owner (**Richard Carey**), is requesting that the lien be reduced to **\$5,000**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **24**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, March 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$179,000.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet and the in total amount of **\$3,074.43**

Staff's recommendation is that the fine/lien be reduced to **\$3,074.43** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE-09-102

Date: 03/20/2025

Equifirst Properties (Richard Cary)

Site Address: 1112 Myrtle Lane

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	24	0.75	\$35.06	\$631.08
2	Code Manager	8	0.75	\$48.54	\$291.24
3					
				Total A1	\$922.32

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	30	0.5	35.06	\$1,051.80
2	Code Manager	6	0.5	48.54	\$291.24
3					
				Total A2	\$1,343.04

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	4	\$36.06	\$144.24
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$594.24

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	52	\$0.64	\$33.28
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	15	\$0.55	\$8.25
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$214.83

C. Total Amount of Cost (A1+A2+A3+B):

\$3,074.43

**Code Enforcement Board
Meeting Minutes
March 20, 2025**

A meeting of the Code Enforcement Board of the City of Cocoa was held on Thursday, March 20, 2025 in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

OPENING MATTERS:

Chairman Roberts called the meeting to order at 6:01 P.M. The Board Secretary called the roll.

MEMBERS PRESENT:

Lloyd Roberts	Chairman
Josue Otero	Vice Chairman
Sharri Scott	Board Member
Michael Simpson	Board Member
Dik Muller	Board Member

MEMBERS ABSENT:

George Brown Jr.	Board Member - unexcused
Melissa Acosta	Board Member - unexcused
Gloria Weatherspoon	1st Alternate - unexcused

OTHERS PRESENT:

Tom Wilkinson	Code Enforcement Manager
Micheal Mack	Code Enforcement Officer
Justin Simpson	Code Enforcement Officer
Jason Brimm	Code Enforcement Officer
Amelia Ulmer	Board Attorney
Darla Crowl	Recording Secretary
Mark Baaden	Lieutenant
Evander Collier IV	Police Chief
Charlene Neuterman	Community Services Director

The Board Secretary swore in all Staff members giving testimony.

APPROVAL OF AGENDA AND MINUTES:

1. Approval of Agenda: March 20, 2025

Chairman Roberts noted changes to the agenda (Items complied, tabled and withdrawn)

Motion by Mr. Muller, seconded by Vice Chair Otero, to approve to the agenda of March 20, 2025. Vote on the motion carried unanimously.

2. Approval of Meeting Minutes: February 20, 2025.

Motion by Vice Chair Otero, seconded by Mr. Muller, to approve to the minutes of February 20 2025. Vote on the motion carried unanimously.

3. Approval of Workshop Meeting Minutes: February 13, 2025.

Motion by Mr. Muller, seconded by Vice Chair Otero, to approve to the workshop minutes of February 13, 2025. Vote on the motion carried unanimously.

4. Submit to the record of all documents & notices for all cases on the Agenda.

CASES:

1. CE-24-13 – 1304 Lakemont

Code Enforcement Manager Tom Wilkinson provided an overview of the Case history and presented exhibits for the Board's review. Manager Tom Wilkinson testified that the Property Owner was in violation of **City of Cocoa Code Chapter 6 Buildings, Construction, Sec.6-902, Discarding Junk, inoperable or abandoned Vehicles (b)(1)** and **City of Cocoa Code Chapter 6 Buildings, Construction, Sec. 6-900 Generally Nuisances(B1)** of the City Code.

Manager Wilkinson requested that the Board find the Property Owner in violation and be given until June 18, 2025 (90 days) to come into compliance or impose a fine of **two hundred fifty dollars (\$250.00) City of Cocoa Code Chapter 6 Buildings, Construction, Sec.6-902, Discarding Junk, inoperable or abandoned Vehicles (b)(1)** and **two hundred fifty dollars (\$250.00) City of Cocoa Code Chapter 6 Buildings, Construction, Sec. 6-900 Generally Nuisances(B1)** per day until found in compliance.

Chairman Roberts had questions about the length of time given to the property owner to work on the property. Manager Wilkinson requested that the compliance date be changed to the day before the next Code Board meeting. More discussion amongst the Board members, staff and City attorney.

Motion by Vice Chair Otero, seconded by Mr. Simpson, to amend Staff's recommendation and give the property owner until April 16, 2025, and find the Property Owner in violation. Vote on the motion carried unanimously.

2. CE-24-526 – 705 Howard St.

Code Enforcement Manager Tom Wilkinson provided an overview of the Case history and presented exhibits for the Board's review. Manager Wilkinson testified that the Property Owner was in violation of **City of Cocoa Code Chapter 6 Buildings, Art. III, Div. 4, Sec. 6-1003 Exterior Structure (a)**, of the City Code.

Manager Wilkinson requested that the Board find the Property Owner in violation and be given until June 18, 2025 (90 days) to come into compliance or impose a fine of **two hundred fifty dollars (\$250.00) City of Cocoa Code Chapter 6 Buildings, Art. III, Div. 4, Sec. 6-1003 Exterior Structure (a)** per day until found in compliance.

Property owner was sworn in: Almitra McGriff, 106 Rich Berry Dr, Dothan, AL

Ms. McGriff explained what had been going on with her dad's property. Chairman Roberts had questions for Ms. McGriff about the notices posted on the property. Manager Wilkinson stated that he had no problem with giving Ms. McGriff more time. More discussion amongst the Board members and staff and the property owner.

Motion by Chairman Roberts, seconded by Vice Chair Otero, to amend Staff's recommendation and table until September 18, 2025 (6 months) with (30 day updates) and find the Property Owner in violation. Vote on the motion carried unanimously.

3. CE-24-750 – 1009 Westview

Complied.

NON-COMPLIANCE:

None

LIEN REDUCTIONS

1. CE-09-102 – 1112 Myrtle Ln

The Code Enforcement Board held a public hearing on **June 18, 2009**, at which time the Board found the owner, **Patrick Badgett** in violation of the following: Sec. 6-105 (a) permit required.

The Code Enforcement Board provided the owner sufficient time **April 3, 2009** to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **January 25, 2010**.

The lien ran at **\$50.00** per day from **April 4, 2009** until compliance was achieved on **September 6, 2024**. Code records show the case was closed leaving a fine of **\$281,720.00**. The current owner (**Richard Carey**), is requesting that the lien be reduced to **\$5,000**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **One**
- Number of Inspections performed: **24**
- Property Taxes: Taxes **are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, March 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$179,000.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet and the in total amount of **\$3,074.43**

Staff's recommendation is that the fine/lien be reduced to **\$3,074.43** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property representative was sworn in: Elizabeth Felipa, 1090 Bianca Dr, Palm Bay

The property representative answered questions from the Code Board Members. They asked about the cars in the driveway and was it a rental property. Vice Chair Otero said there was a car parked in the yard which is a violation. The representative stated there is a renter living at the property. Ms. Scott asked why the property owner asked the lien be reduced to \$5,000.00. More discussion amongst the Board members, property owner and staff.

Motion by Vice Chair Otero, seconded by Ms. Scott, to amend staff's recommendation to City Council the lien reduction be in the amount of five thousand dollars **(\$5,000.00)**. Vote: Yay (3) Nay (2) (Chairman Roberts, Mr. Muller) Motion Passed.

2. CE-21-875 – 1040 Myrtle Ln

Tabled.

NEW BUSINESS:

None

OTHER BUSINESS:

None

ABATEMENT APPEALS:

None

Manager Announcements:

None

NEXT MEETING:

The next regular meeting of the Code Enforcement Board will be held on April 17, 2025.

ADJOURNMENT:

There being no further business the meeting adjourned at 7:03 PM.

Approved on this _____ day of _____, 2025.

Lloyd Roberts, Chairman

Darla Crawl, Recording Secretary

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-289
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: The applicant is requesting a reduction of the current Code Enforcement Lien for the property located at 1203 Alamanda Lane, be reduced to the amount of \$1,000. The Code Enforcement Board recommended a lien reduction to the amount of \$14,000 at the January 16, 2025, Code Enforcement Board hearing. Staff support a lien reduction to cover the city's cost of \$1,685.16.

BACKGROUND:

Case #20-1252

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Alamanda Lane and observed code violations at 1203 Alamanda Lane. The property owner (SAI PROPERTY INVESTMENT INC) was found in violation of the following:

- XXII Permit Required App A Art. XV Sec 2 (a)
- XXVIII Rental Business Tax, Ch 6 Sec. 6-2003

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **June 17, 2021**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$25.00 per day
- **Duration:** From 05/21/2021 to 05/23/2024
- **Total Fine Amount:** \$27,450.00

Lien Reduction Request: SAI PROPERTY INVESTMENT INC (property owner) is requesting a reduction of the lien to the cost of the city **\$1,685.16**.

CODE ENFORCEMENT BOARD RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 1203 Alamanda Lane, be reduced to the amount of **\$14,000.00** as recommended by the Code Enforcement Board at the January 16, 2025, Code Board hearing.

STAFF RECOMMENDED MOTION

Staff support a lien reduction to cover the city's cost of **\$1,685.16**.

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any Previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Residency:** The property is tenant occupied
- **Ownership at time of violation:** yes
- **Number of Violations:** 2
- **Number of Inspections:** 24
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Inspected and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** \$147,350
- **Staff Cost:** \$1,685.16

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied or automatically denied due to non-compliance, the violator is

barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? N/A

PREVIOUS ACTION:

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Alamanda Lane and observed code violations at 1203 Alamanda Lane. The Property owner (SAI PROPERTY INVESTMENT INC) was found in violation of the following:

- XXII Permit Required App A Art. XV Sec 2 (a)
- XXVIII Rental Business Tax, Ch 6 Sec. 6-2003

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **June 17, 2021**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$25.00 per day
- **Duration:** From 05/21/2021 to 05/23/2024
- **Total Fine Amount:** \$27,450.00

RECOMMENDED MOTION:

The applicant is requesting a reduction of the current Code Enforcement Lien for the property located at 1203 Alamanda Lane, be reduced to the amount of \$1,000. The Code Enforcement Board recommended a lien reduction to the amount of \$14,000 at the January 16, 2025, Code Enforcement Board hearing. Staff support a lien reduction to cover the city's cost of \$1,685.16.

PAID

11/20/24
#20-

Rec'd check 11/18/24
2785



Application # CE - 20 - 1252

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone: (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.



Please TYPE or PRINT this application neatly.

1. Date: 10/17/2024

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

Company (if applicable): SPIRA LAW GROUP, P.A.

Name: Stephen E. Spira, Esquire

Mailing Address: 4865 N. Wickham Rd., Suite 106

City: Melbourne State: FL Zip Code: 32940-8303

Phone #: 321-610-3001 Fax #: 321-622-5447

Mobile #: E-mail: steve@spiralawgroup.com

3. Property Owner Information: * Check here if same as Applicant → ☐

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): SAT Property Investments, Inc.

Name: Nilesh GANDHI

Mailing Address: 3400 Poseidon Way

City: Indian Shores State: FL Zip Code: 32903

Phone #: 321-960-6225 Fax #:

Mobile #: E-mail: nilesh_gandhi@yahoo.com

4. Information for property on which lien occurs:

Street Address and Location: 1203 ALAMANDA LANE, COCOA, FL 32922

Parcel ID:

24-36-29-25-6-7

NA

Tax Account Number:

2421937

Existing Use(s) on Property: Single Family Residence

Proposed Use(s) on Property: Single Family Residence

(If residential — (circle one) owner occupied or (rental) if rental does property owner anticipate accepting any state or federal rental subsidies? Currently 3 NONE BUT POSSIBLY IN THE FUTURE

Nature of Violation(s): Code Enforcement Administrative Fine - Lien

Date Fine or Lien Imposed: 6/17/2021 Amount of Fine: \$27,460.00
per day \$25.00

Have the violation(s) on the subject property been corrected? Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 5/23/2024

5. Please provide the following information:

Code enforcement case number: 20-1252

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 1,071

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? N/A

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

APPLICANT Hired CONTRACTORS WHO DID NOT COMPLETE THE WORK. APPLICANT CONTACTED MULTIPLE OTHER CONTRACTORS TO COMPLETE WORK + FINALLY FOUND PERMITS CONTRACTOR TO COMPLETE + PERMIT WAS CLOSED OUT.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

HARD TIME FINDING A
DEPENDABLE CONTRACTOR

Amount you are requesting that the lien be reduced to: \$ 1000.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

COMPLETE REMOVAL (EXTERIOR + INTERIOR)

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

6. Please submit the following items in order complete the application:

- a. ☒ Notarized application.
- b. ☒ Reimbursement to City for recording costs at time of application. Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. The application fee is \$20.00 and will need to be paid at the time the application is submitted.
- c. ☒ Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☒ Corporate documents. If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☒ Additional information (optional). Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☐ YES ☒ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF BREVARD I, Stephen E. Spira, Esq.
being first duly sworn, depose and say that:

- ☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

[Signature]
(APPLICANT SIGNATURE)
Public)

ALBERT H. GANDHI
(Print, Type, or Stamp Commissioned Name of Notary)

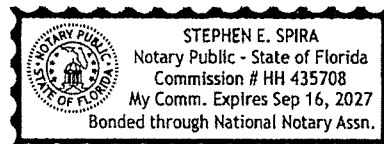
Personally Known ☒ OR Produced Identification ☐

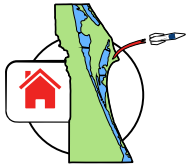
Type of I.D. Produced FL DL

[Signature]
(NOTARY/PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 17 day of OCT, 20 24



**REAL PROPERTY DETAILS**

Account 2421937 - Roll Year 2024

Owners	SAI PROPERTY INVESTMENTS INC
Mailing Address	3400 POSEIDON WAY INDIALANTIC FL 32903
Site Address	1203 ALAMANDA LN COCOA FL 32922
Parcel ID	24-36-29-25-6-7
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.19
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0012/0029
Subdivision	PINERIDGE SUBD UNIT 2
Land Description	PINERIDGE SUBD UNIT 2 LOT 7 BLK 6

**VALUE SUMMARY**

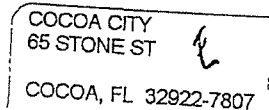
Category	2024	2023	2022
Market Value	\$147,350	\$136,600	\$106,000
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$83,220	\$75,660	\$68,790
Assessed Value School	\$147,350	\$136,600	\$106,000
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$83,220	\$75,660	\$68,790
Taxable Value School	\$147,350	\$136,600	\$106,000

SALES / TRANSFERS

Date	Price	Type	Instrument
05/05/2020	\$58,000	WD	8737/0742
04/14/2020	\$48,700	WD	8737/0739
06/20/2019	\$57,000	CT	8468/2818
01/06/2018	--	DC	8240/2168
04/12/2002	\$66,000	WD	4577/0929
06/20/2001	\$35,900	WD	4383/0652
11/09/2000	--	CT	4247/1507
11/03/2000	--	WD	4309/1681
09/01/1998	\$38,000	07	3895/2271
04/30/1998	--	WD	3836/1863
04/01/1998	--	CT	3828/2161
07/30/1995	\$53,000	WD	3490/1737
07/15/1988	\$49,900	WD	2925/2687
04/28/1982	\$27,000	WD	2364/2065
03/25/1964	\$15,300	WD	0676/0548

BUILDINGS**PROPERTY DATA CARD #1****Building Use:** 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR , STUCCO	Year Built	1957
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	1,086	Screen Enclosure	144
Enclosed Por	287		
Open Porch	35		
Utility Room	88		
Total Base Area	1,086		
Total Sub Area	1,496		



CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-1252
6/17/2021

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

SAI PROPERTY INVESTMENTS INC
Owners of the Property located at:
1203 ALAMANDA LN
Cocoa FL 32922

Parcel ID 24-36-29-25-6-7

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

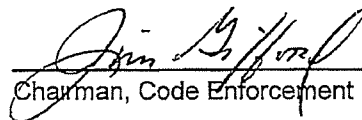
THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 6/17/2021 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 5/21/2021.

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of \$ 25.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

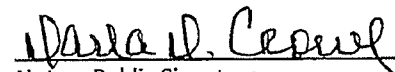
DONE AND ORDERED at Cocoa, Florida, this 17th, day of June, 2021

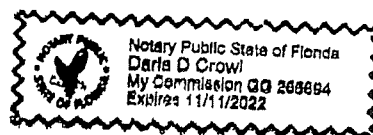
CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA


Chairman, Code Enforcement Board

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 17 day of June, 2021, by the Chairman of the City of Cocoa Code Enforcement Board.


Notary Public Signature



CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
1/16/2025

LIEN REDUCTION REQUEST FOR
1203 Alamanda Lane

CASE # CE-20-1252

The Code Enforcement Board held a public hearing on **February 18, 2021**, at which time the Board found the owner, **SAI PROPERTY INVESTMENT INC** in violation of the following:

XXII. Permit Required App A Art. XV Sec 2 (a)

XXVIII. Rental Business Tax, Ch 6 Sec. 6-2003

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **June 17, 2021**.

The lien ran at **\$25.00** per day from **May 21th, 2021** until compliance was achieved on **May 23, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$27,450.00**. The current owner, is requesting that the lien be reduced to **\$1000.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **NO**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **11**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The current market value of the subject property; the current market value is **\$147,350** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **\$1,685.16**

Staff's recommendation is that the fine/lien be reduced to **\$1,685.16** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE-20-1252

Date: 01/16/2025

SAI Property Investments INC

Site Address: 1203 Alamanda Lane

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	10	0.75	\$35.06	\$262.95
2	Code Manager	2	0.75	\$48.54	\$72.81
3					
				Total A1	\$335.76

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	11	0.5	35.06	\$385.66
2	Code Manager	2	0.5	48.54	\$97.08
3					
				Total A2	\$482.74

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	6	\$36.06	\$216.36
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$666.36

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	25	\$0.64	\$16.00
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	20	\$0.55	\$11.00
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$200.30

C. Total Amount of Cost (A1+A2+A3+B):

\$1,685.16

**Code Enforcement Board
Meeting Minutes
January 16, 2025**

A meeting of the Code Enforcement Board of the City of Cocoa was held on Thursday, January 16, 2025, in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

OPENING MATTERS:

Chairman Roberts called the meeting to order at 6:00 P.M. The Board Secretary called the roll.

MEMBERS PRESENT:

Lloyd Roberts	Chairman
George Brown Jr.	Vice Chairman
Josue Otero	Board Member
Dik Muller	Board Member
Michael Simpson	Board Member

MEMBERS ABSENT:

Gloria Weatherspoon	1st Alternate-excused
Sharri Scott	Board Member-excused
Melissa Acosta	Board Member-excused

OTHERS PRESENT:

Tom Wilkinson	Code Enforcement Manager
Micheal Mack	Code Enforcement Officer
Justin Simpson	Code Enforcement Officer
Jason Brimm	Code Enforcement Officer
Kristin Eick	Board Attorney
Darla Crowl	Recording Secretary
Evander Collier IV	Police Chief

The Board Secretary swore in all Staff members giving testimony.

NEW BUSINESS:

1. Election of Code Enforcement Board Chairman

Motion by Mr. Roberts to run for Chairman. Vote on the motion carried unanimously.

2. Election of Code Enforcement Vice Chairman

Vote for Vice Chair was voted on to be moved to the February 20, 2025 Code Board Meeting. Vote on the motion (3) Yay-Mr. Simpson, Mr. Roberts, Mr. Muller (2) Nay-Mr. Otero, Mr. Brown.

APPROVAL OF AGENDA AND MINUTES:

1. Approval of Agenda: January 16, 2025

Motion by Vice Chair. Brown, seconded by Mr. Otero, to approve to the agenda of January 16, 2025. Vote on the motion carried unanimously.

2. Approval of Meeting Minutes: November 21, 2024.

Vote on the motion carried unanimously. To approve the minutes of the November 21, 2024 meeting.

3. Submit to the record of all documents & notices for all cases on the Agenda.

CASES:

1. **CE-24-279 – 1112 Ohio Street**

Tabled.

NON-COMPLIANCE:

2. **CE-24-152 – 1302 Japonica**

Code Enforcement Officer Micheal Mack provided an overview of the Case history and presented exhibits for the Board's review. Officer Mack testified that the Property Owner is in violation of *Accessory Structures Ch 6 Sec. 6-1001 (g)*, Exterior Structure Sec. 6-1003 (a), **twenty-five dollars (\$25.00) Exterior Structure (Walls), Sec. 6-1003 (f) and twenty-five dollars (\$25.00) Permit Required, App. A Art. XV Sec. 2 (a)** of the City of Cocoa Code. Officer Mack stated a Notice of Hearing was sent on **January 6, 2025**, and property owner remains in violation.

Attorney Eick explained to the Board Members when violations are in compliance prior to the Code Board they will not be fined. The only violations that can receive a fine would be the violations still in noncompliance. More discussion amongst the Board members and Attorney Eick asked Officer Mack to verify that no permits have been pulled. Officer Mack responded that she was correct that no permits have been pulled. More discussion amongst the Board members and staff.

Motion by Mr. Simpson seconded by Mr. Otero, amend Staff's recommendation and find the Owner in Non-Compliance. Vote on the motion carried unanimously.

3. **CE-23-172 – 518 S Kentucky Ave**

Tabled.

Lien Reductions:

1. CE-20-1252 – 1203 Alamanda Lane

The Code Enforcement Board held a public hearing on **February 18, 2021**, at which time the Board found the owner, **SAI PROPERTY INVESTMENT INC** in violation of the following:

XXII. Permit Required App A Art. XV Sec 2 (a)

XXVIII. Rental Business Tax, Ch 6 Sec. 6-2003

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **June 18, 2021**.

The lien ran at **\$25.00** per day from **May 21st, 2021** until compliance was achieved on **May 23, 2024**. Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$27,450.00**. The current owner, is requesting that the lien be reduced to **\$1000.00**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **NO**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **11**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, January 16, 2025 and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$147,350** according the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submits their cost sheet and the in the total amount of **\$1,685.16**

Staff's recommendation is that the fine/lien be reduced to **\$1,685.16** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Chairman Roberts asked Manager Wilkinson the date the case started to when it came into compliance to stop the lien. The case started in October of 2020, found in violation in May of 2021. The fines accumulated for 3 years with 2 violations. Attorney Spira stated he was there to answer any questions about the property. Chairman Roberts wanted to know why the property owner did not try and take care of the violations sooner. Attorney Spira stated that the property

owner had problems finding contactors during Covid19 to do the work and finish the work. More discussion amongst the Board members, property attorney and staff.

Property attorney representative: Steve Spira, Spira Law Group.

Motion by Vice Chair Brown, seconded by Mr. Otero to approve staff's recommendation to City Council the lien reduction be in the amount of one thousand six hundred eighty-five dollars and sixteen cents (\$1,685.16) Vote on the motion 2 Yay (Mr. Otero and Mr. Brown) 3 Nay (Mr. Roberts, Mr. Simpson and Mr. Muller) motion denied.

Motion by Chairman Roberts, seconded by Vice Chair Brown, to amend staff's recommendation to City Council the lien reduction be in the amount of fourteen thousand dollars (\$14,000.00). Vote on the motion carried 4-1- Nay (Mr. Brown) motion past.

2. CE-09-0102 – 1112 Myrtle Lane

Tabled.

NEW BUSINESS

None

Other Business:

None

ABATEMENT APPEALS:

None

Manager Announcements:

None

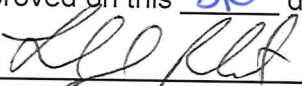
NEXT MEETING:

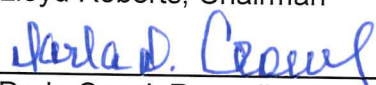
The next regular meeting of the Code Enforcement Board will be held on February 20, 2025.

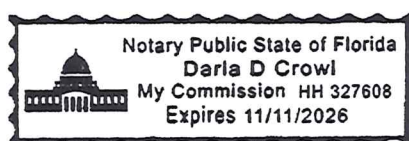
ADJOURNMENT:

There being no further business the meeting adjourned at 6:58 PM.

Approved on this 20 day of February, 2025.


Lloyd Roberts, Chairman


Darla Crowl, Recording Secretary



CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-290
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: Approve the current Code Enforcement Lien for the property located at 1043 Olive Street be reduced to the city's cost of \$2,130.53.

BACKGROUND:

Case #CE-19-1336

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Olive Street and observed code violations at 1043 Olive St. The previous property owner (Carol & Alan Bassett) was found in violation of the following:

- XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **May 20, 2021**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$100.00 per day
- **Duration:** From 06/20/2021 to 06/27/2024
- **Total Fine Amount:** \$110,310.00

Lien Reduction Request: Nicholas Critelli (new property owner) is requesting a reduction of the lien to the city's cost **\$2,130.53**

CODE ENFORCEMENT BOARD RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 1043 Olive Street, be reduced to the amount of **\$1080.50** as recommended by the Code

Enforcement Board at the February 20th, 2025 Code Board hearing.

STAFF RECOMMENDED MOTION

Approve the current Code Enforcement Lien for the property located at 1043 Olive Street be reduced to the city's cost of **\$2,130.53**

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Residency:** unoccupied
- **Ownership at time of violation:** No, new property owner.
- **Number of Violations:** 4
- **Number of Inspections:** 16
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Inspected and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** \$160,030.00
- **Staff Cost:** \$2,130.53

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

PREVIOUS ACTION:

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Olive Street and observed code violations at 1043 Olive St. The previous property owner (Carol & Alan Bassett) was found in violation of the following:

- XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **August 19, 2021**, at which time found the Board Found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$100.00 per day
- **Duration:** From 06/20/2021 to 06/27/2024
- **Total Fine Amount:** \$110,310.00

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1043 Olive Street be reduced to the city's cost of \$2,130.53.



Application # CE - 19 - 00001336

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone: (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

7/2/24

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 12-2-2024

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

Company (if applicable):

Name: NICHOLAS CRITELLI

Mailing Address: 1043 OLIVE ST

City: COCOA State: FL Zip Code: 32922

Phone #: 321-987-6611 Fax #:

Mobile #: 321-987-6611 E-mail: NICHOTELLI@YAHOO.COM

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable):

Name:

Mailing Address:

City: State: Zip Code:

Phone #: Fax #:

Mobile #: E-mail:

4. Information for property on which lien occurs:

Street Address and Location: 1043 OLIVE ST COCOA FL 32922

Parcel ID:

2436-29-78-*132

000000

Tax Account Number:

2422713

Existing Use(s) on Property: SINGLE FAMILY HOME

Proposed Use(s) on Property: SINGLE FAMILY HOME

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): EXISTING VIOLATIONS/CODE BOARD FINE

Date Fine or Lien Imposed: 6/20/2021 Amount of Fine: \$110,310.00
per day

Have the violation(s) on the subject property been corrected: (Yes) No (Circle one)

Date upon which the subject property was brought into compliance: 6/27/2024

5. Please provide the following information:

Code enforcement case number: 19-00001336

Were you the property owner at the time the lien was imposed? Yes (No) (Circle one) If so, how many days did it take from the board order to the date compliance was achieved?

If you were not the property owner at the time the violation occurred, were you aware of the lien when you purchased the property? Yes (No) NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance?

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

I PURCHASED THE PROPERTY UNDER THE IMPRESSION
THE VIOLATION WAS TAKEN CARE OF. I FIXED ALL VIOLATIONS
AND CLEANED UP THE PROPERTY. THE PROPERTY IS NOW IN COMPLIANCE.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I WAS INFORMED THAT THE VIOLATIONS ABOUT A YEAR AFTER
I PURCHASED THE HOME AFTER I WAS NOTIFIED OF VIOLATIONS
IT TOOK SOME TIME TO COME UP WITH MONEY TO FIX THE HOUSE

Amount you are requesting that the lien be reduced to: ADMIN FEE'S — \$0

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. Please submit the following items in order complete the application:

- a. ☒ Notarized application.
- b. ☒ Reimbursement to City for recording costs at time of application. Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. The application fee is \$20.00 and will need to be paid at the time the application is submitted.
- c. ☐ Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ Corporate documents. If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ Additional information (optional). Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. Procedure per City Code. Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. Board Action. An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. City Council Action. An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. Inspections. I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard, I, Nicholas Critelli
being first duly sworn, depose and say that

- ☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

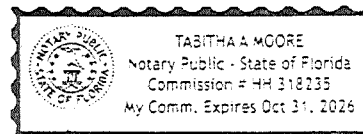
I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Nic Critelli
(APPLICANT SIGNATURE)
Public)

Tabitha A Moore
(Print, Type, or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced identification ☒

Type of I.D. Produced FL Drivers License



Tabitha A Moore
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 2nd day of December, 2024



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account	2422713
Owners	SUNWIDE PROPERTIES LLC
Mailing Address	1501 W KING ST COCOA FL 32926
Site Address	1043 OLIVE ST COCOA FL 32922
Parcel ID	24-36-29-78-*132
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	NONE
Taxing District	23D0 - COCOA
Total Acres	0.35
Subdivision	BROADMOOR ACRES SUBD
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0010/0045
Land Description	BROADMOOR ACRES SUBD LOT 132



VALUE SUMMARY

Category	2022	2021	2020
Market Value	\$110,240	\$67,700	\$62,200
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$110,240	\$67,700	\$38,760
Assessed Value School	\$110,240	\$67,700	\$38,760
Homestead Exemption	\$0	\$0	\$25,000
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$110,240	\$67,700	\$13,760
Taxable Value School	\$110,240	\$67,700	\$13,760

SALES/TRANSFERS

Date	Price	Type	Instrument
09/20/2022	\$107,000	WD	9633/2985
09/28/2021	\$61,000	CT	9272/1812
07/05/2005	\$125,000	WD	5502/4190
03/01/1997	--	QC	3655/4087
07/28/1989	\$47,000	WD	3008/3219
05/01/1972	\$11,500	--	1249/0208

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details
Exterior Wall:	STUCCO
Year Built	1956
Frame:	MASNRYCONC
Story Height	8
Roof:	ASPH/ASB SHNGL
Floors	1
Roof Structure:	HIP/GABLE
Residential Units	1
Commercial Units	0
Sub-Areas	Extra Features
Base Area (1st)	1,181
Outbuilding	144
Carport	132
Enclosed Por	294
Open Porch	132
Utility Room	85

Total Base Area	1,181
Total Sub Area	1,824

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-1336**

THE CITY OF COCOA

A Florida Municipal Corporation,
Complainant,

vs.

BASSETT, ALAN; BASSETT, CAROL
Owners of the Property located at:
1043 OLIVE ST
Cocoa, FL 32922
Parcel ID: 24-36-29-78-*-132

Respondent,

_____ /

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 20, 2021 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☒ *X XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)*
- ☒ *X IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)*
- ☒ *X IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)*
- ☒ *X XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6*
- ☐ *Select Code Violation*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

- X XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- X IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- X IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- X XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6
- ☐ Select Code Violation

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until June 20, 2021 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **\$100.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS ____ DAY OF _____, 2021.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Vice Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at BASSETT, ALAN; BASSETT, CAROL, whose mailing address is 2375 SUMMER BROOK ST MELBOURNE FL 32940 this ____ day of _____, 2021 via ____hand delivery/____certified mail/____U.S. mail/____posting (mark all that apply).

Secretary, Code Enforcement Board

COCOA CITY
65 STONE ST
COCOA, FL 32922-7807

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 20-1336
8/19/2021

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

BASSETT, ALAN; BASSETT, CAROL
Owners of the Property located at:
1043 OLIVE ST
Cocoa FL 32922

Parcel ID: 24-36-29-78-*132

Respondent,

CFN 2021230527, OR BK 9246 PAGE 837,
Recorded 09/02/2021 at 04:11 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:1

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 8/19/2021 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 6/20/2021

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of \$100.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 19th , day of August, 2021

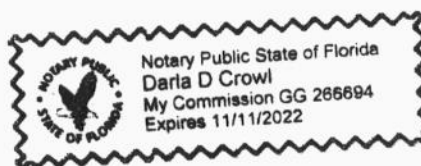
CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA


Chairman, Code Enforcement Board

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 19 day of August, 2021, by the Chairman of the City of Cocoa Code Enforcement Board.


Notary Public Signature



CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
2/20/2025

LIEN REDUCTION REQUEST FOR
1043 Olive St

CASE # CE-19-1336

The Code Enforcement Board held a public hearing on **May 20, 2021**, at which time the Board found the owner, **Carol & Alan Bassett** in violation of the following:

- XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 19, 2021**.

The lien ran at **\$100.00** per day from **June 20,2021** until compliance was achieved on **June 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$110,310.00**.The current owner (Nicholas Critelli), is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **16**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$160,030.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet and the in the total amount of **\$2,130.53**

Staff's recommendation is that the fine/lien be reduced to **\$2,130.53** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE-19-00001336

Date: 02/20/2025

Nicholas Critelli

Site Address: 1043 Olive Steet

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	16	0.75	\$35.06	\$420.72
2	Code Manager	4	0.75	\$48.54	\$145.62
3					
				Total A1	\$566.34

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	16	0.5	35.06	\$560.96
2	Code Manager	4	0.5	48.54	\$194.16
3					
				Total A2	\$755.12

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	4	\$36.06	\$144.24
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$594.24

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	52	\$0.64	\$33.28
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	15	\$0.55	\$8.25
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$214.83

C. Total Amount of Cost (A1+A2+A3+B):

\$2,130.53

**Code Enforcement Board
Meeting Minutes
February 20, 2025**

A meeting of the Code Enforcement Board of the City of Cocoa was held on Thursday, February 20, 2025 in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

OPENING MATTERS:

Chairman Roberts called the meeting to order at 6:02 P.M. The Board Secretary called the roll.

MEMBERS PRESENT:

Lloyd Roberts	Chairman
Josue Otero	Board Member
Sharri Scott	Board Member
Michael Simpson	Board Member
Melissa Acosta	Board Member
Dik Muller	Board Member
Gloria Weatherspoon	1st Alternate

MEMBERS ABSENT:

George Brown Jr.	Vice Chairman
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OTHERS PRESENT:

Tom Wilkinson	Code Enforcement Manager
Micheal Mack	Code Enforcement Officer
Justin Simpson	Code Enforcement Officer
Jason Brimm	Code Enforcement Officer
Kristin Eick	Board Attorney
Darla Crowl	Recording Secretary
Anthony Marchica	Commander
Mark Baaden	Lieutenant
Pedersen	Police Officer
Ms. Weeks	City Councilwoman – Liaison

The Board Secretary swore in all Staff members giving testimony.

APPROVAL OF AGENDA AND MINUTES:

1. Approval of Agenda: February 20, 2025

Chairman Roberts noted changes to the agenda (Items complied, tabled and withdrawn)

Motion by Vice Chair Otero, seconded by Ms. Acosta, to approve to the agenda of February 20, 2025.
Vote on the motion carried unanimously.

2. Approval of Meeting Minutes: January 16, 2025.

Motion by Mr. Muller, seconded by Mr. Simpson, to approve to the minutes of January 16, 2025. Vote on the motion carried unanimously.

3. Submit to the record of all documents & notices for all cases on the Agenda.

4. Election of Code Enforcement Vice Chairman

Mr. Brown – No votes

Melissa Acosta - No votes

Motion by Mr. Muller, seconded by Mr. Simpson, to nominate Mr. Otero for Vice Chair. Vote on the motion (6-yay) 1-Nay (Ms. Acosta).

CASES:

1. **CE-24-311 – 638 Brevard Ave.**

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required. and Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store.** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a **one-time fine of two hundred fifty dollars (\$250.00), Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required., to have been in violation Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store** per day until found in compliance.

Attorney Eick had questions about violation 2 for dates and how long the property owner was given. She also wanted to remind the Board for Business Tax Receipt it is a one- time fee and does not run daily.

Violation (1) Motion by Vice Chairman Otero, seconded by Ms. Acosta, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried unanimously.

Violation (2) Motion by Vice Chairman Otero, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner to have been in violation. Vote on the motion carried unanimously.

2. **CE-24-860 – 900 Friday Rd**

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), Permit Required, App. A Art. XV Sec. 2 (a) and Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of **two hundred fifty dollars (\$250.00) Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), two hundred fifty dollars (\$250.00) Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), two hundred fifty dollars**

(\$250.00) Permit Required App. A Art. XV Sec. 2 (a) and two hundred fifty dollars (\$250.00) Site Plan Approval Required, App. A Art. XIII Sec. 1 (B) per day until found in compliance.

Benjamin Weismann: attorney for the property owner.

Attorney Eick asked why a site plan is required? Officer Simpson stated that there was not a site plan on file for the work that was being done on the property. The property owner contacted Planning and Zoning about converting the units into apartments. He was told at that time he would need to turn in a site plan if he was going to convert to apartments. Attorney Eick gave the Board Members more information on when a site plan would be required. Chairman Roberts asked about the stop work orders placed on the property. Officer Simpson explained Officer Gonzalez posted stop work orders and several stop work orders were placed on the property which were either taken down or covered up. Attorney Weismann gave his view of the case. Attorney Weismann went through each violation stating why he thought the violations were not valid. Chairman Roberts stated that people do not put up signs for leasing if they don't plan to lease. Attorney Weismann gave pictures and documentation of the property to the Board Members with no dates. More discussion amongst the Board members, staff, City attorney and the property owner's attorney.

The first motion by Mr. Simpson and Vice Chair Otero was withdrawn. The motion passed.

Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d) was found to have been in violation and no fines at this time. **Exterior Structure (Window, Skylight and Door**

Frames), Sec. 6-1003 (m) (1) (2) was found to have been in violation and no fines at this time.

Motion by Vice Chair Otero, seconded by Ms. Scott, to amend Staff's recommendations and find the Property Owner in violation. Vote on the motion carried unanimously.

Permit Required, App. A Art. XV Sec. 2 (a) with a two hundred fifty dollars (\$250.00) and **Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** was removed with no fines.

Motion by Vice Chair Otero, seconded by Mr. Simpson, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (6-1) Nay Chairman Roberts.

3. CE-24-336 – 1106 Abington St.

Code Enforcement Officer Jason Brimm provided an overview of the Case history and presented exhibits for the Board's review. Code Enforcement Officer Brimm testified that the Property Owner was in violation of **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** of the City Code.

Code Enforcement Officer Brimm requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of two hundred fifty dollars (\$250.00) **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and two hundred fifty dollars (\$250.00) Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** per day until found in compliance.

Chairman Roberts asked what the fees were based on. Officer Brimm referred the question to Manager Wilkinson. Ms. Scott asked about the third violation. Officer Brimm explained two of the violations covered the same type of violation, so he took it off the agenda. More discussion amongst the Board members and staff.

Motion by Ms. Acosta, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (5-2) (2-Nays – Mr. Simpson and Ms. Weatherspoon)

4. CE-24-417 – 803 Eden St

Complied.

NON-COMPLIANCE:

None

LIEN REDUCTIONS

1. CE-19-01336 – 1043 Olive St

The Code Enforcement Board held a public hearing on **May 20, 2021**, at which time the Board found the owner, **Carol & Alan Bassett** in violation of the following:

- XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 19, 2021**.

The lien ran at **\$100.00** per day from **June 20,2021** until compliance was achieved on **June 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$110,310.00**.The current owner (Nicholas Critelli), is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **16**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$160,030.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,130.53**

Staff's cost for the fine/lien would be reduced to **\$2,130.53** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Nicholas Critelli, 1043 Olive St.

Mr. Critelli explained that he knew about the violations, but the realtor told him the bank was supposed to fix the violation. Mr. Critelli said he ran into a Code Enforcement Officer in the field which let him know there was a running lien. He stated that if he knew there was still a running lien on the property he would not of purchased. He bought the property in 2021 per Manager Wilkinson. Officer Mack told the Board Members that the property owner came to the office several times to find out about the violations. Officer Mack went out to the property with the property owner to go over the violations. Mr. Critelli worked to get the violations corrected. Vice Chair, Otero asked if there were more pictures. Manager Wilkinson stated this was the picture from today. More discussion amongst the Board members, property owner and staff.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of one thousand eighty dollars and fifty cents (**\$1,080.50**).
Vote: Yay (6) Nay (1) (Ms. Scott) Motion Passed.

2. CE-18-283 – 1049 Olive St.

The Code Enforcement Board held a public hearing on **July 19, 2018**, at which time the Board found the owner, **Migdalina Yomara Cardona** in violation of the following:

IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
Business Tax Receipt Ch. 12 sec 12-1 (a) (b)

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 20, 2018**.

The lien ran at **\$50.00** per day from **August 21, 2018** until compliance was achieved on **December 13, 2023** Code records show onsite inspections were conducted by **Officer Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$97,030.00**. The current owner (GLENDY ADALI BARRIOS) is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **18**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The current market value of the subject property; the current market value is **\$207,570** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$\$2,374.25**

Staff's cost for the fine/lien would be reduced to **\$2,374.25** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

The property owner was sworn in: Ms. Morales (daughter translating for mother), 1049 Olive St

Ms. Morales (daughter) stated that when they found out about the violations they made sure to correct. Ms. Acosta asked when the property was purchased. The response was 2018. Officer Brimm wanted to let the Board Members know that him and Officer Mack did an inside and out inspection of the property. Officer Mack stated that they were working with Officer Gonzalez on this case. The boards were taken down because the broken windows were replaced. More discussion amongst the Board members, property owner and staff.

Motion by Ms. Weatherspoon, seconded by Mr. Simpson, to amend staff's recommendation to City Council for the lien reduction to be in the amount of one thousand two hundred ninety-three dollars and fifty cents (**\$1,293.50**). Vote: Yay (6) Nay (1) (Ms. Acosta) Motion Passed.

3. CE-17-582 – 312 Belmont Dr

The Code Enforcement Board held a public hearing on **June 21, 2018**, at which time the Board found the owner, **James Yoder** in violation of the following:

XXVIII Roofs & Drainage, Ch 6 Sec 6-1003 (G)
1003(b)

XXVI Protective Treatment Ch 6 Sec 6-

XXXV Weeds, Ch 6 Sec 6-1001 (d)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 16, 2018**.

The lien ran at **\$50.00** per day from **July 21, 2018** until compliance was achieved on **December 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$117,550.00**. The current owner (**James Yoder**), is requesting that the lien be reduced to **City's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$115,580.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,587.16**

Staff's cost for the fine/lien would be reduced to **\$2,587.16** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: James Yoder, 312 Belmont Dr.

Mr. Yoder explained that Code Enforcement let him know that his roof was in bad shape. Mr. Yoder gave more testimony he was not notified there were still violations on the property. He thought his property was in compliance. Vice Chair Otero asked about the weeds on his property and will he maintain the yard. More discussion amongst the Board members, property owner and staff.

Motion by Mr. Simpson, seconded by Ms. Acosta, to amend staff's recommendation to City Council for the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: Yay (6) Nay (1) (Vice Chair Otero) Motion Passed.

5. CE-22-00884 – 3645 Longbow Rd

The Code Enforcement Board held a public hearing on **April 20,2023**, at which time the Board found the owner, **Victora Tucker** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d

Unsafe structures Ch 6 Sec 6-805 (a-e)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **July 20,2023**.

The lien ran at **\$50.00** per day from **May 20,2023** until compliance was achieved on **March 1, 2024** Code records show onsite inspections were conducted by **Officer Mike Folger and myself**. The case was closed leaving a fine of **\$14,330.00**. The current owner is requesting that the lien be reduced to **city's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **6**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$103,830.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$1,546.68**

Staff's cost for the fine/lien be reduced to **\$1,546.68** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Kevin Kader, 421 Blue Jacket Ln, Orlando

Manager Wilkinson let the Board Members know that the property owner is planning on selling the property. Mr. Kader stated he bought the property with the lien on the property which he was unaware of. There was a fire at the property prior to him purchasing. Mr. Muller asked at the closing if he was told that the title was clear. Mr. Kader stated it was bought as is and he was not told.

Motion by Ms. Weatherspoon, seconded by Vice Chair Otero, to amend staff's recommendation to City Council the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: (7-0) Motion Past.

6. CE-16-00461 – 1235 Holmes St.

The Code Enforcement Board held a public hearing on **May 18, 2017**, at which time the Board found the owner, **Johnny & Lillie Dennis** in violation of the following:

Section 6-1001 (g) Damage Fence
Section 6-1003(b) Protective treatment
Section 6-900 (b) (9) Parking in the grass
Section 6-1001 (d) High Grass and Weeds

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 21, 2017**.

The lien ran at **\$100.00** per day from **June 18, 2017** until compliance was achieved on **September 20, 2017** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$9,400.00**. The property owner (**Johnny & Lillie Dennis**), is requesting that the lien be reduced to **cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid through 2024**

- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$370,720.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,268.77**

Staff's cost for the fine/lien be reduced to **\$2,268.77** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of zero dollars **(\$0.)**. Vote: (7-0) Motion Passed.

NEW BUSINESS:

None

OTHER BUSINESS:

None

ABATEMENT APPEALS:

None

Manager Announcements:

None

NEXT MEETING:

The next regular meeting of the Code Enforcement Board will be held on March 20, 2025.

ADJOURNMENT:

There being no further business the meeting adjourned at 8:12 PM.

Approved on this _____ day of _____, 2025.

Lloyd Roberts, Chairman

Darla Crawl, Recording Secretary

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-291
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: Approve the current Code Enforcement Lien for the property located at 1049 Olive Street, be reduced to \$3,000 per the applicant's request and to cover city cost of \$2,374.25

BACKGROUND:

Case #18-283

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Olive Street and observed code violations at 1049 Olive Street. The previous property owner (Migdalina Yomara Cardona) was found in violation of the following:

- IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- Business Tax Receipt Ch. 12 sec 12-1 (a) (b)

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **July 19, 2018**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$50.00 per day
- **Duration:** From 08/21/2018 to 12/13/2023
- **Total Fine Amount:** \$97,030.00

Lien Reduction Request: The current property owner (Glenday Barrios) is requesting a reduction of the lien to the City's costs of \$2,374.25.

CODE ENFORCEMENT BOARD RECOMMENDED MOTION

Code Enforcement Lien for the property located at 1049 Olive Street, be reduced to the amount of **\$1,293.50** as recommended by the Code Enforcement Board at the February 20th, 2025 Code Board hearing.

STAFFS RECOMMENDED MOTION

Approval of a lien reduction amount to the City's costs of **\$2,374.25**

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Residency:** property is occupied
- **Ownership at Time of violation:** No
- **Number of Violations:** 2
- **Number of Inspections:** 18
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Inspected and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** \$207,570
- **Staff Cost:** \$2,374.25

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes/No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number

Amount

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

Code Enforcement conducted a proactive patrol on Olive Street and observed code violations at 1049 Olive Street. The previous property owner (Migdalina Yomara Cardona) was found in violation of the following:

- IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- Business Tax Receipt Ch. 12 sec 12-1 (a) (b)

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **July 19, 2018**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$50.00 per day
- **Duration:** From 08/21/2018 to 12/13/2023
- **Total Fine Amount:** \$97,030.00

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1049 Olive Street, be reduced to \$3,000 per the applicant's request and to cover city cost of \$2,374.25



Application # CE - 18 - 283

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone: (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
MAY 20 2024
BY: AG

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 03 Apr 24

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

Company (if applicable): _____

Name: Glendy A Barrios Cox

Mailing Address: 1049 Olive St

City: Cocoa State: FL Zip Code: 32922

Phone #: 321-208-6715 Fax #: _____

Mobile #: 321-506-6602 E-mail: Glendy.morales684@gmail.com

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Information for property on which lien occurs:

Street Address and Location: 1049 Olive St Cocoa FL 32922

Parcel ID:

243629780000000

013500

Tax Account Number:

2422716

Existing Use(s) on Property: _____

Proposed Use(s) on Property: _____

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): _____

Date Fine or Lien Imposed: 8-21-2018 Amount of Fine: \$ 50.00
per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 12-13-23

5. Please provide the following information:

Code enforcement case number: 18-00000283

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

I do not count with that amount of money, I live here at this residence with my two minors. This is my family patrimony, that why I plead to be reduced and not have my home taken away.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

I was never notified about the situation. As soon as I was notify
I took actions and fixed all my violations.

Amount you are requesting that the lien be reduced to: \$ 3,000

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

6. Please submit the following items in order complete the application:

- a. ☒ Notarized application.
- b. ☒ Reimbursement to City for recording costs at time of application. Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is \$20.00 and will need to be paid at the time the application is submitted.**
- c. ☐ Letter of authorization. If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ Corporate documents. If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ Additional information (optional). Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Glendy Barrios
being first duly sworn, depose and say that

- ☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

[Signature]
(APPLICANT SIGNATURE)
Public)

VIRNA J. DIAZ
(Print, Type, or Stamp Commissioned Name of Notary

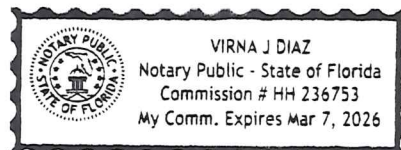
Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced CONSULAR ID CARD

[Signature]
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 20TH day of MAY, 2024



Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.
3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.
4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.
5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.
6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:
 - a. The witness has personal knowledge of the fact in which the witness will testify; and/or
 - b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
 1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:
 - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
 - The opinions and inferences do not require any special knowledge, skill experience or training.
 2. Expert witness. Testimony of an expert witness is qualified only if:
 - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
 - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

- (b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.
- (c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.
- (e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

- (1) The gravity of the violation;
 - (2) The time in which it took the violator to come into compliance;
 - (3) The accrued amount of the code enforcement fine or lien;
 - (4) Any previous or subsequent code violations;
 - (5) Any financial hardship; and
 - (6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.
- (f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.
- City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.
- (g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
 - (h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

**Dana Blickley, CFA, Brevard County Property Appraiser**

Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700

www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS
Account 2422716 - Roll Year 2024

Owners	CAX, GLENDY ADALI BARRIOS
Mailing Address	1049 OLIVE ST COCOA FL 32922
Site Address	1049 OLIVE ST COCOA FL 32922
Parcel ID	24-36-29-78-* -135
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.30
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0010/0045
Subdivision	BROADMOOR ACRES SUBD
Land Description	BROADMOOR ACRES SUBD LOTS 134, 135

**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$207,570	\$159,510	\$124,730
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$99,350	\$90,320	\$82,110
Assessed Value School	\$207,570	\$159,510	\$124,730
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$99,350	\$90,320	\$82,110
Taxable Value School	\$207,570	\$159,510	\$124,730

SALES / TRANSFERS

Date	Price	Type	Instrument
08/21/2018	--	WD	8243/2880
06/19/2015	\$33,100	WD	7393/0548
05/01/2015	--	CT	7357/1076
06/15/2010	--	QC	6189/0519
09/14/2005	\$108,000	WD	5541/7382
12/26/1962	\$6,800	WD	0626/0048

BUILDINGS**PROPERTY DATA CARD #1****Building Use:** 0110 - SINGLE FAMILY RESIDENCE**Materials**

Exterior Wall:	STUCCO
Frame:	MASNRYCONC
Roof:	ASPH/ASB SHNGL
Roof Structure:	HIP/GABLE

Details

Year Built	1951
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas

Base Area (1st)	1,161
Enclosed Por	140
Garage	230
Open Porch	42
Utility Room	60
Total Base Area	1,161
Total Sub Area	1,633

Extra Features

No Data Found

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-00000283**

THE CITY OF COCOA

A Florida Municipal Corporation,
Complainant,

vs.

Perfecto Guadalupe Escalante; Migdalia Yomara Cardona
Owners of the Property located at:
1049 Olive Street
Cocoa, FL 32922

Parcel ID: 24-36-29-78-*-135

Respondent,

_____ /

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on July 19, 2018 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: Business Tax Receipt Ch 12 Sec. 12-1 (a)(b) and Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5), of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: Business Tax Receipt Ch 12 Sec. 12-1 (a)(b) and Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5), of the City Code.

Order**BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:**

1. Respondent shall be given until August 21, 2018 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of fiftydollars (\$50.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS ____ DAY OF _____, 2018.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA

Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Perfecto Guadalupe Escalante; Migdalia Yomara Cardona, whose mailing address is 1405 W Point Dr Cocoa FL 32922 this ____ day of _____, 20____ via __hand delivery/ __certified mail/ __U.S. mail/ __posting (mark all that apply).

Secretary, Code Enforcement Board

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 18-283
9/20/2018

CFN 2018231485 OR BK 8286 PAGE 1463
Recorded 10/16/2018 at 01:34 PM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs 1

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Perfecto Guadalupe R Escalante, Migdalia Yomara H Cardona
Owners of the Property located at:
1049 Olive St
Cocoa FL 32922

Parcel ID: 24-36-29-78-*135

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 9/20/2018 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 8/21/2018

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of \$50.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 20th , day of September, 2018

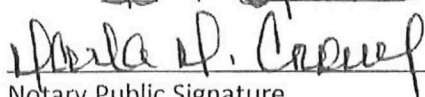
CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA


Jim Gifford, Chairman

CERTIFICATION:

State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 23 day of September, 2018, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.


Notary Public Signature



DARLAD CROWL
Commission # GG 232414
Expires November 11, 2018
Bonded Thru Budget Notary Services

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
2/20/2025

LIEN REDUCTION REQUEST FOR
1049 Olive St

CASE # CE-18-283

The Code Enforcement Board held a public hearing on **July 19, 2018**, at which time the Board found the owner, **Migdalina Yomara Cardona** in violation of the following:

IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
Business Tax Receipt Ch. 12 sec 12-1 (a) (b)

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 20, 2018**.

The lien ran at **\$50.00** per day from **August 21, 2018** until compliance was achieved on **December 13, 2023** Code records show onsite inspections were conducted by **Officer Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$97,030.00**. The current owner (GLENDY ADALI BARRIOS) is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **18**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The current market value of the subject property; the current market value is **\$207,570** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet and the total amount of **\$2,374.25**

Staff's recommendation is that the fine/lien be reduced to **\$2,374.25** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE-18-283

Date: 02/20/2025

CAX, GLENDY ADALI BARRIOS

Site Address: 1049 Olive Steet

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	18	0.75	\$35.06	\$473.31
2	Code Manager	5	0.75	\$48.54	\$182.03
3					
				Total A1	\$655.34

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	18	0.5	35.06	\$631.08
2	Code Manager	5	0.5	48.54	\$242.70
3					
				Total A2	\$873.78

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	5	\$36.06	\$180.30
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$630.30

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	52	\$0.64	\$33.28
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	15	\$0.55	\$8.25
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	5	\$5.26	\$26.30
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$214.83

C. Total Amount of Cost (A1+A2+A3+B):

\$2,374.25

**Code Enforcement Board
Meeting Minutes
February 20, 2025**

A meeting of the Code Enforcement Board of the City of Cocoa was held on Thursday, February 20, 2025 in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

OPENING MATTERS:

Chairman Roberts called the meeting to order at 6:02 P.M. The Board Secretary called the roll.

MEMBERS PRESENT:

Lloyd Roberts	Chairman
Josue Otero	Board Member
Sharri Scott	Board Member
Michael Simpson	Board Member
Melissa Acosta	Board Member
Dik Muller	Board Member
Gloria Weatherspoon	1st Alternate

MEMBERS ABSENT:

George Brown Jr.	Vice Chairman
------------------	---------------

OTHERS PRESENT:

Tom Wilkinson	Code Enforcement Manager
Micheal Mack	Code Enforcement Officer
Justin Simpson	Code Enforcement Officer
Jason Brimm	Code Enforcement Officer
Kristin Eick	Board Attorney
Darla Crowl	Recording Secretary
Anthony Marchica	Commander
Mark Baaden	Lieutenant
Pedersen	Police Officer
Ms. Weeks	City Councilwoman – Liaison

The Board Secretary swore in all Staff members giving testimony.

APPROVAL OF AGENDA AND MINUTES:

1. Approval of Agenda: February 20, 2025

Chairman Roberts noted changes to the agenda (Items complied, tabled and withdrawn)

Motion by Vice Chair Otero, seconded by Ms. Acosta, to approve to the agenda of February 20, 2025.
Vote on the motion carried unanimously.

2. Approval of Meeting Minutes: January 16, 2025.

Motion by Mr. Muller, seconded by Mr. Simpson, to approve to the minutes of January 16, 2025. Vote on the motion carried unanimously.

3. Submit to the record of all documents & notices for all cases on the Agenda.

4. Election of Code Enforcement Vice Chairman

Mr. Brown – No votes

Melissa Acosta - No votes

Motion by Mr. Muller, seconded by Mr. Simpson, to nominate Mr. Otero for Vice Chair. Vote on the motion (6-yay) 1-Nay (Ms. Acosta).

CASES:

1. CE-24-311 – 638 Brevard Ave.

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required. and Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store.** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a **one-time fine of two hundred fifty dollars (\$250.00), Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required., to have been in violation Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store** per day until found in compliance.

Attorney Eick had questions about violation 2 for dates and how long the property owner was given. She also wanted to remind the Board for Business Tax Receipt it is a one- time fee and does not run daily.

Violation (1) Motion by Vice Chairman Otero, seconded by Ms. Acosta, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried unanimously.

Violation (2) Motion by Vice Chairman Otero, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner to have been in violation. Vote on the motion carried unanimously.

2. CE-24-860 – 900 Friday Rd

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), Permit Required, App. A Art. XV Sec. 2 (a) and Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of **two hundred fifty dollars (\$250.00) Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), two hundred fifty dollars (\$250.00) Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), two hundred fifty dollars**

(\$250.00) Permit Required App. A Art. XV Sec. 2 (a) and two hundred fifty dollars (\$250.00) Site Plan Approval Required, App. A Art. XIII Sec. 1 (B) per day until found in compliance.

Benjamin Weismann: attorney for the property owner.

Attorney Eick asked why a site plan is required? Officer Simpson stated that there was not a site plan on file for the work that was being done on the property. The property owner contacted Planning and Zoning about converting the units into apartments. He was told at that time he would need to turn in a site plan if he was going to convert to apartments. Attorney Eick gave the Board Members more information on when a site plan would be required. Chairman Roberts asked about the stop work orders placed on the property. Officer Simpson explained Officer Gonzalez posted stop work orders and several stop work orders were placed on the property which were either taken down or covered up. Attorney Weismann gave his view of the case. Attorney Weismann went through each violation stating why he thought the violations were not valid. Chairman Roberts stated that people do not put up signs for leasing if they don't plan to lease. Attorney Weismann gave pictures and documentation of the property to the Board Members with no dates. More discussion amongst the Board members, staff, City attorney and the property owner's attorney.

The first motion by Mr. Simpson and Vice Chair Otero was withdrawn. The motion passed.

Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d) was found to have been in violation and no fines at this time. **Exterior Structure (Window, Skylight and Door**

Frames), Sec. 6-1003 (m) (1) (2) was found to have been in violation and no fines at this time.

Motion by Vice Chair Otero, seconded by Ms. Scott, to amend Staff's recommendations and find the Property Owner in violation. Vote on the motion carried unanimously.

Permit Required, App. A Art. XV Sec. 2 (a) with a two hundred fifty dollars (\$250.00) and **Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** was removed with no fines.

Motion by Vice Chair Otero, seconded by Mr. Simpson, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (6-1) Nay Chairman Roberts.

3. CE-24-336 – 1106 Abington St.

Code Enforcement Officer Jason Brimm provided an overview of the Case history and presented exhibits for the Board's review. Code Enforcement Officer Brimm testified that the Property Owner was in violation of **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** of the City Code.

Code Enforcement Officer Brimm requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of two hundred fifty dollars (\$250.00) **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and two hundred fifty dollars (\$250.00) Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** per day until found in compliance.

Chairman Roberts asked what the fees were based on. Officer Brimm referred the question to Manager Wilkinson. Ms. Scott asked about the third violation. Officer Brimm explained two of the violations covered the same type of violation, so he took it off the agenda. More discussion amongst the Board members and staff.

Motion by Ms. Acosta, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (5-2) (2-Nays – Mr. Simpson and Ms. Weatherspoon)

4. CE-24-417 – 803 Eden St

Complied.

NON-COMPLIANCE:

None

LIEN REDUCTIONS

1. CE-19-01336 – 1043 Olive St

The Code Enforcement Board held a public hearing on **May 20, 2021**, at which time the Board found the owner, **Carol & Alan Bassett** in violation of the following:

- XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 19, 2021**.

The lien ran at **\$100.00** per day from **June 20,2021** until compliance was achieved on **June 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$110,310.00**.The current owner (Nicholas Critelli), is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **16**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$160,030.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,130.53**

Staff's cost for the fine/lien would be reduced to **\$2,130.53** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Nicholas Critelli, 1043 Olive St.

Mr. Critelli explained that he knew about the violations, but the realtor told him the bank was supposed to fix the violation. Mr. Critelli said he ran into a Code Enforcement Officer in the field which let him know there was a running lien. He stated that if he knew there was still a running lien on the property he would not of purchased. He bought the property in 2021 per Manager Wilkinson. Officer Mack told the Board Members that the property owner came to the office several times to find out about the violations. Officer Mack went out to the property with the property owner to go over the violations. Mr. Critelli worked to get the violations corrected. Vice Chair, Otero asked if there were more pictures. Manager Wilkinson stated this was the picture from today. More discussion amongst the Board members, property owner and staff.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of one thousand eighty dollars and fifty cents (**\$1,080.50**).
Vote: Yay (6) Nay (1) (Ms. Scott) Motion Passed.

2. CE-18-283 – 1049 Olive St.

The Code Enforcement Board held a public hearing on **July 19, 2018**, at which time the Board found the owner, **Migdalina Yomara Cardona** in violation of the following:

IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
Business Tax Receipt Ch. 12 sec 12-1 (a) (b)

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 20, 2018**.

The lien ran at **\$50.00** per day from **August 21, 2018** until compliance was achieved on **December 13, 2023** Code records show onsite inspections were conducted by **Officer Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$97,030.00**. The current owner (GLENDY ADALI BARRIOS) is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **18**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The current market value of the subject property; the current market value is **\$207,570** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$\$2,374.25**

Staff's cost for the fine/lien would be reduced to **\$2,374.25** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

The property owner was sworn in: Ms. Morales (daughter translating for mother), 1049 Olive St

Ms. Morales (daughter) stated that when they found out about the violations they made sure to correct. Ms. Acosta asked when the property was purchased. The response was 2018. Officer Brimm wanted to let the Board Members know that him and Officer Mack did an inside and out inspection of the property. Officer Mack stated that they were working with Officer Gonzalez on this case. The boards were taken down because the broken windows were replaced. More discussion amongst the Board members, property owner and staff.

Motion by Ms. Weatherspoon, seconded by Mr. Simpson, to amend staff's recommendation to City Council for the lien reduction to be in the amount of one thousand two hundred ninety-three dollars and fifty cents (**\$1,293.50**). Vote: Yay (6) Nay (1) (Ms. Acosta) Motion Passed.

3. CE-17-582 – 312 Belmont Dr

The Code Enforcement Board held a public hearing on **June 21, 2018**, at which time the Board found the owner, **James Yoder** in violation of the following:

XXVIII Roofs & Drainage, Ch 6 Sec 6-1003 (G)
1003(b)

XXVI Protective Treatment Ch 6 Sec 6-

XXXV Weeds, Ch 6 Sec 6-1001 (d)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 16, 2018**.

The lien ran at **\$50.00** per day from **July 21, 2018** until compliance was achieved on **December 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$117,550.00**. The current owner (**James Yoder**), is requesting that the lien be reduced to **City's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$115,580.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$\$2,587.16**

Staff's cost for the fine/lien would be reduced to **\$2,587.16** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: James Yoder, 312 Belmont Dr.

Mr. Yoder explained that Code Enforcement let him know that his roof was in bad shape. Mr. Yoder gave more testimony he was not notified there were still violations on the property. He thought his property was in compliance. Vice Chair Otero asked about the weeds on his property and will he maintain the yard. More discussion amongst the Board members, property owner and staff.

Motion by Mr. Simpson, seconded by Ms. Acosta, to amend staff's recommendation to City Council for the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: Yay (6) Nay (1) (Vice Chair Otero) Motion Passed.

5. CE-22-00884 – 3645 Longbow Rd

The Code Enforcement Board held a public hearing on **April 20,2023**, at which time the Board found the owner, **Victora Tucker** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Unsafe structures Ch 6 Sec 6-805 (a-e)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **July 20,2023**.

The lien ran at **\$50.00** per day from **May 20,2023** until compliance was achieved on **March 1, 2024** Code records show onsite inspections were conducted by **Officer Mike Folger and myself**. The case was closed leaving a fine of **\$14,330.00**. The current owner is requesting that the lien be reduced to **city's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **6**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$103,830.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$1,546.68**

Staff's cost for the fine/lien be reduced to **\$1,546.68** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Kevin Kader, 421 Blue Jacket Ln, Orlando

Manager Wilkinson let the Board Members know that the property owner is planning on selling the property. Mr. Kader stated he bought the property with the lien on the property which he was unaware of. There was a fire at the property prior to him purchasing. Mr. Muller asked at the closing if he was told that the title was clear. Mr. Kader stated it was bought as is and he was not told.

Motion by Ms. Weatherspoon, seconded by Vice Chair Otero, to amend staff's recommendation to City Council the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: (7-0) Motion Past.

6. CE-16-00461 – 1235 Holmes St.

The Code Enforcement Board held a public hearing on **May 18, 2017**, at which time the Board found the owner, **Johnny & Lillie Dennis** in violation of the following:

Section 6-1001 (g) Damage Fence
Section 6-1003(b) Protective treatment
Section 6-900 (b) (9) Parking in the grass
Section 6-1001 (d) High Grass and Weeds

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 21, 2017**.

The lien ran at **\$100.00** per day from **June 18, 2017** until compliance was achieved on **September 20, 2017** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$9,400.00**. The property owner (**Johnny & Lillie Dennis**), is requesting that the lien be reduced to **cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid through 2024**

- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$370,720.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,268.77**

Staff's cost for the fine/lien be reduced to **\$2,268.77** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of zero dollars **(\$0.)**. Vote: (7-0) Motion Passed.

NEW BUSINESS:

None

OTHER BUSINESS:

None

ABATEMENT APPEALS:

None

Manager Announcements:

None

NEXT MEETING:

The next regular meeting of the Code Enforcement Board will be held on March 20, 2025.

ADJOURNMENT:

There being no further business the meeting adjourned at 8:12 PM.

Approved on this _____ day of _____, 2025.

Lloyd Roberts, Chairman

Darla Crawl, Recording Secretary

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-292
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: Approve the Staff recommendation to reduce the current Code Enforcement Lien for the property located at 1235 Holmes St, to the City's Cost of **\$2,268.77**.

BACKGROUND:

Case # CE-19-00461

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Holmes St and observed code violations at 1235 Holmes St. The property owner (Johnny & Lillie Dennis) was found in violation of the following:

- Section 6-1001 (g) Damage Fence
- Section 6-1003(b) Protective treatment
- Section 6-900 (b) (9) Parking in the grass
- Section 6-1001 (d) High Grass and Weeds

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **September 21, 2017**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$100.00 per day
- **Duration:** From 06/18/2017 to 09/20/2017
- **Total Fine Amount:** \$9,400.00

Lien Reduction Request: Johnny & Lillie Dennis (property owners) are requesting a reduction of the lien to the amount of zero or city cost of **\$2,268.77**.

CODE ENFORCEMENT BOARD RECOMMENDED MOTION

The Code Enforcement Lien for the property located at 1235 Holmes St, be reduced to the amount of **zero** as recommended by the Code Enforcement Board at the February 20th, 2025 Code Board hearing.

STAFF RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 1235 Holmes St, be reduced to the City's Cost of **\$2,268.77**.

Staff is requesting that the City Council approve the Staff recommendation to recover the City's costs in the amount of \$2,268.77, instead of the Code Board's recommendation of a full reduction.

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Residency:** The property is owner-occupied
- **Ownership at time of violation:** yes
- **Number of Violations:** 4
- **Number of Inspections:**18
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Inspected and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** **\$332,450**
- **Staff Cost:** \$2,268.77

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to

comply with the conditions. Failure to comply will result in automatic denial of the application. If denied or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes/No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number

Amount

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

Case # CE-19-00461

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Holmes St and observed code violations at 1235 Holmes St. The property owner (Johnny & Lillie Dennis) was found in violation of the following:

- Section 6-1001 (g) Damage Fence
- Section 6-1003(b) Protective treatment
- Section 6-900 (b) (9) Parking in the grass
- Section 6-1001 (d) High Grass and Weeds

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **September 21, 2017**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$100.00 per day
- **Duration:** From 06/18/2017 to 09/20/2017
- **Total Fine Amount:** \$9,400.00

RECOMMENDED MOTION:

Approve the Staff recommendation to reduce the current Code Enforcement Lien for the property located at 1235 Holmes St, to the City's Cost of **\$2,268.77**.



Application # CE - _____

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
AUG 18 2024

BY: _____
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 8.26.24

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

Company (if applicable): _____

Name: Johnny + Lillie Dennis

Mailing Address: 1235 Holmes Street

City: Cocoa State: FL Zip Code: 32922

Phone #: 321-633-6921 Fax #: _____

* Mobile #: 321-848-4281 E-mail: LWDENN52@aol.com

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Information for property on which lien occurs:

Street Address and Location: 1235 Holmes Street. Cocoa, FL 32922

Parcel ID:

24-36-32-29-6-19

000000

Tax Account Number:

2424562

Existing Use(s) on Property: Personal

Proposed Use(s) on Property: _____

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Personal residence code violation

Date Fine or Lien Imposed: 9-21-17 Amount of Fine: \$ 9,400.00
per day

Have the violation(s) on the subject property been corrected: Yes No (Circle one)

Date upon which the subject property was brought into compliance: unknown

5. Please provide the following information:

Code enforcement case number: 16-461

Were you the property owner at the time the lien was imposed? Yes No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one) can't recall

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one) can't recall

The factual basis upon which the application for reduction of the lien should be granted:

See attached

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

See Attached

Amount you are requesting that the lien be reduced to:

\$ 0 - \$ 2,500

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

See Attached

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

6. Please submit the following items in order complete the application:

- a. ☒ **Notarized application.**
- b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. The application fee is \$20.00 and will need to be paid at the time the application is submitted.
- c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard I, JOHANNY RUFUS DENNIS
being first duly sworn, depose and say that:

- ☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

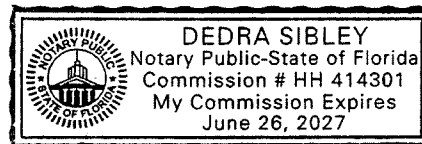
I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Johnny R. Dennis
(APPLICANT SIGNATURE)
Public)

JOHANNY RUFUS DENNIS
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced FL Driv. License



Dedra Sibley
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 4th day of September, 20 24

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.
3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.
4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.
5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.
6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:
 - a. The witness has personal knowledge of the fact in which the witness will testify; and/or
 - b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
 1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:
 - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
 - The opinions and inferences do not require any special knowledge, skill experience or training.
 2. Expert witness. Testimony of an expert witness is qualified only if:
 - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
 - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

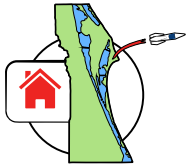
- (b) **Application.** The application shall be executed under oath and sworn to in the presence of a notary public.
- (c) **Reimbursement to city for recording costs at time of application.** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) **Processing of application by Code Enforcement Manager or Chief of Police.** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.
- (e) **Code enforcement board hearing.** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

- (1) The gravity of the violation;
 - (2) The time in which it took the violator to come into compliance;
 - (3) The accrued amount of the code enforcement fine or lien;
 - (4) Any previous or subsequent code violations;
 - (5) Any financial hardship; and
 - (6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.
- (f) **Presentation to city council.** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.
- City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.
- (g) **Compliance with city council conditions.** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
 - (h) **Effect of denial on application for subsequent lien reduction or forgiveness.** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

**REAL PROPERTY DETAILS**
Account 2424569 - Roll Year 2024

Owners	DENNIS, JOHNNY RUFUS; DENNIS, LILLIE BELL
Mailing Address	1235 HOLMES ST COCOA FL 32922
Site Address	1235 HOLMES ST COCOA FL 32922
Parcel ID	24-36-32-29-6-19
Taxing District	23D0 - COCOA
Exemptions	TPML - TOTAL & PERMANENT - MILITARY
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.41
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0009/0024
Subdivision	PINE GROVE PARK
Land Description	PINE GROVE PARK PART OF BLK 6 AS DES IN ORB 1094 PG 630

**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$332,450	\$261,760	\$217,610
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$68,270	\$66,290	\$64,360
Assessed Value School	\$68,270	\$66,290	\$64,360
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$68,270	\$66,290	\$64,360
Taxable Value Non-School	\$0	\$0	\$0
Taxable Value School	\$0	\$0	\$0

SALES / TRANSFERS

Date	Price	Type	Instrument
09/04/2024	--	QC	10150/2527
01/30/2001	\$30,000	WD	4281/3400
01/01/1975	\$10,600	--	1504/0873

BUILDINGS**PROPERTY DATA CARD #1****Building Use:** 0110 - SINGLE FAMILY RESIDENCE

Materials	Details
Exterior Wall: STUCCO , VINYL/ALUMINUM	Year Built 1957
Frame: MASNRYCONC , WOOD FRAME	Story Height 8
Roof: ASPH/ASB SHNGL	Floors 2
Roof Structure: HIP/GABLE	Residential Units 1
	Commercial Units 0
Sub-Areas	Extra Features
Base Area (1st) 1,836	No Data Found
Bonus Room 666	
Carport 286	
Carport 300	
Enclosed Por 204	
Utility Room 156	
Utility Room 240	
Total Base Area 1,836	
Total Sub Area 3,688	

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 16-00000461

CFN 2017112376, OR BK 7900 PAGE 2601,
Recorded 05/30/2017 at 01:40 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs: 2

① THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

Johnny Dennis
Owners of the Property located at:
1235 Holmes Street
Cocoa FL 32926

Parcel ID: 24-36-32-29-6-19

Respondent,
_____ /

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on May 18, 2017 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of: Section 6-1001(g) Fence damage, Section 6-1003(b) Protective treatment, Section 6-900 (b)(9) Parking in yard and Section 6-1001(d) High grass & weeds, of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following: Section 6-1001(g) Fence damage, Section 6-1003(b) Protective treatment, Section 6-900 (b)(9) Parking in yard and Section 6-1001(d) High grass & weeds of the City Code.

RECEIVED
CITY OF COCOA
MAY 23 2017
CLERK OF COURTS
BREVARD COUNTY

1235 Holmes Street

Order**BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:**

1. Respondent shall be given until June 18, 2017 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

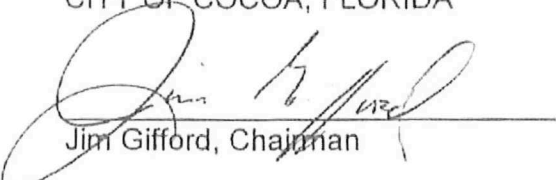
3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of one hundred dollars (\$100.00) per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

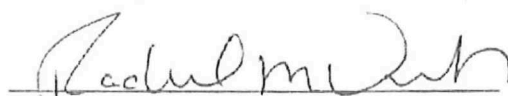
Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS 18th DAY OF May, 2017.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA


Jim Gifford, Chairman

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at Johnny Dennis, whose mailing address is 1235 Holmes Street, Cocoa, FL 32922, this 19th day of May, 2017 via hand delivery/certified mail/U.S. mail/posting (circle all that apply).


Secretary, Code Enforcement Board



RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 16-461
9/21/2017

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Johnny Dennis
Owners of the Property located at:
1235 Holmes Street
Cocoa FL 32922

Parcel ID: 24-36-32-29-6-19

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

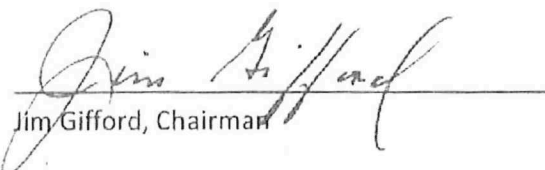
THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 5/18/2017 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 6/8/2017

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order from June 18, 2017 until September 20, 2017. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of nine thousand four hundred dollars (\$9,400.00).

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

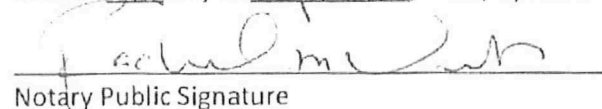
DONE AND ORDERED at Cocoa, Florida, this 21st, day of September, 2017

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA


Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 22 day of September 2017, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.


Notary Public Signature

NOTARY PUBLIC
STATE OF FLORIDA
RACHEL M. UNRUH
MY COMMISSION # GG 049001
EXPIRES: June 14, 2020
Bonded Thru Budget Notary Services

**Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE-16-00461

Date: 02/20/2025

Johnny & Lillie Dennis

Site Address: 1235 Holmes St

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	15	0.75	\$35.06	\$394.43
2	Code Manager	6	0.75	\$48.54	\$218.43
3					
				Total A1	\$612.86

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	15	0.5	35.06	\$525.90
2	Code Manager	6	0.5	48.54	\$291.24
3					
				Total A2	\$817.14

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	5	\$36.06	\$180.30
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$630.30

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	52	\$0.64	\$33.28
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	15	\$0.55	\$8.25
5	Standard Mail	4	\$0.55	\$2.20
6	Certified Mail	4	\$5.26	\$21.04
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$208.47

C. Total Amount of Cost (A1+A2+A3+B):

\$2,268.77

**Code Enforcement Board
Meeting Minutes
February 20, 2025**

A meeting of the Code Enforcement Board of the City of Cocoa was held on Thursday, February 20, 2025 in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

OPENING MATTERS:

Chairman Roberts called the meeting to order at 6:02 P.M. The Board Secretary called the roll.

MEMBERS PRESENT:

Lloyd Roberts	Chairman
Josue Otero	Board Member
Sharri Scott	Board Member
Michael Simpson	Board Member
Melissa Acosta	Board Member
Dik Muller	Board Member
Gloria Weatherspoon	1st Alternate

MEMBERS ABSENT:

George Brown Jr.	Vice Chairman
------------------	---------------

OTHERS PRESENT:

Tom Wilkinson	Code Enforcement Manager
Micheal Mack	Code Enforcement Officer
Justin Simpson	Code Enforcement Officer
Jason Brimm	Code Enforcement Officer
Kristin Eick	Board Attorney
Darla Crowl	Recording Secretary
Anthony Marchica	Commander
Mark Baaden	Lieutenant
Pedersen	Police Officer
Ms. Weeks	City Councilwoman – Liaison

The Board Secretary swore in all Staff members giving testimony.

APPROVAL OF AGENDA AND MINUTES:

1. Approval of Agenda: February 20, 2025

Chairman Roberts noted changes to the agenda (Items complied, tabled and withdrawn)

Motion by Vice Chair Otero, seconded by Ms. Acosta, to approve to the agenda of February 20, 2025.
Vote on the motion carried unanimously.

2. Approval of Meeting Minutes: January 16, 2025.

Motion by Mr. Muller, seconded by Mr. Simpson, to approve to the minutes of January 16, 2025. Vote on the motion carried unanimously.

3. Submit to the record of all documents & notices for all cases on the Agenda.

4. Election of Code Enforcement Vice Chairman

Mr. Brown – No votes

Melissa Acosta - No votes

Motion by Mr. Muller, seconded by Mr. Simpson, to nominate Mr. Otero for Vice Chair. Vote on the motion (6-yay) 1-Nay (Ms. Acosta).

CASES:

1. CE-24-311 – 638 Brevard Ave.

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required. and Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store.** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a **one-time fine of two hundred fifty dollars (\$250.00), Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required., to have been in violation Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store** per day until found in compliance.

Attorney Eick had questions about violation 2 for dates and how long the property owner was given. She also wanted to remind the Board for Business Tax Receipt it is a one- time fee and does not run daily.

Violation (1) Motion by Vice Chairman Otero, seconded by Ms. Acosta, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried unanimously.

Violation (2) Motion by Vice Chairman Otero, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner to have been in violation. Vote on the motion carried unanimously.

2. CE-24-860 – 900 Friday Rd

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), Permit Required, App. A Art. XV Sec. 2 (a) and Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of **two hundred fifty dollars (\$250.00) Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), two hundred fifty dollars (\$250.00) Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), two hundred fifty dollars**

(\$250.00) Permit Required App. A Art. XV Sec. 2 (a) and two hundred fifty dollars (\$250.00) Site Plan Approval Required, App. A Art. XIII Sec. 1 (B) per day until found in compliance.

Benjamin Weismann: attorney for the property owner.

Attorney Eick asked why a site plan is required? Officer Simpson stated that there was not a site plan on file for the work that was being done on the property. The property owner contacted Planning and Zoning about converting the units into apartments. He was told at that time he would need to turn in a site plan if he was going to convert to apartments. Attorney Eick gave the Board Members more information on when a site plan would be required. Chairman Roberts asked about the stop work orders placed on the property. Officer Simpson explained Officer Gonzalez posted stop work orders and several stop work orders were placed on the property which were either taken down or covered up. Attorney Weismann gave his view of the case. Attorney Weismann went through each violation stating why he thought the violations were not valid. Chairman Roberts stated that people do not put up signs for leasing if they don't plan to lease. Attorney Weismann gave pictures and documentation of the property to the Board Members with no dates. More discussion amongst the Board members, staff, City attorney and the property owner's attorney.

The first motion by Mr. Simpson and Vice Chair Otero was withdrawn. The motion passed.

Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d) was found to have been in violation and no fines at this time. **Exterior Structure (Window, Skylight and Door**

Frames), Sec. 6-1003 (m) (1) (2) was found to have been in violation and no fines at this time.

Motion by Vice Chair Otero, seconded by Ms. Scott, to amend Staff's recommendations and find the Property Owner in violation. Vote on the motion carried unanimously.

Permit Required, App. A Art. XV Sec. 2 (a) with a two hundred fifty dollars (\$250.00) and **Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** was removed with no fines.

Motion by Vice Chair Otero, seconded by Mr. Simpson, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (6-1) Nay Chairman Roberts.

3. CE-24-336 – 1106 Abington St.

Code Enforcement Officer Jason Brimm provided an overview of the Case history and presented exhibits for the Board's review. Code Enforcement Officer Brimm testified that the Property Owner was in violation of **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** of the City Code.

Code Enforcement Officer Brimm requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of two hundred fifty dollars (\$250.00) **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and two hundred fifty dollars (\$250.00) Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** per day until found in compliance.

Chairman Roberts asked what the fees were based on. Officer Brimm referred the question to Manager Wilkinson. Ms. Scott asked about the third violation. Officer Brimm explained two of the violations covered the same type of violation, so he took it off the agenda. More discussion amongst the Board members and staff.

Motion by Ms. Acosta, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (5-2) (2-Nays – Mr. Simpson and Ms. Weatherspoon)

4. CE-24-417 – 803 Eden St

Complied.

NON-COMPLIANCE:

None

LIEN REDUCTIONS

1. CE-19-01336 – 1043 Olive St

The Code Enforcement Board held a public hearing on **May 20, 2021**, at which time the Board found the owner, **Carol & Alan Bassett** in violation of the following:

- XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 19, 2021**.

The lien ran at **\$100.00** per day from **June 20,2021** until compliance was achieved on **June 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$110,310.00**.The current owner (Nicholas Critelli), is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **16**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$160,030.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,130.53**

Staff's cost for the fine/lien would be reduced to **\$2,130.53** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Nicholas Critelli, 1043 Olive St.

Mr. Critelli explained that he knew about the violations, but the realtor told him the bank was supposed to fix the violation. Mr. Critelli said he ran into a Code Enforcement Officer in the field which let him know there was a running lien. He stated that if he knew there was still a running lien on the property he would not of purchased. He bought the property in 2021 per Manager Wilkinson. Officer Mack told the Board Members that the property owner came to the office several times to find out about the violations. Officer Mack went out to the property with the property owner to go over the violations. Mr. Critelli worked to get the violations corrected. Vice Chair, Otero asked if there were more pictures. Manager Wilkinson stated this was the picture from today. More discussion amongst the Board members, property owner and staff.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of one thousand eighty dollars and fifty cents (**\$1,080.50**).
Vote: Yay (6) Nay (1) (Ms. Scott) Motion Passed.

2. CE-18-283 – 1049 Olive St.

The Code Enforcement Board held a public hearing on **July 19, 2018**, at which time the Board found the owner, **Migdalina Yomara Cardona** in violation of the following:

IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
Business Tax Receipt Ch. 12 sec 12-1 (a) (b)

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 20, 2018**.

The lien ran at **\$50.00** per day from **August 21, 2018** until compliance was achieved on **December 13, 2023** Code records show onsite inspections were conducted by **Officer Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$97,030.00**. The current owner (GLENDY ADALI BARRIOS) is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **18**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The current market value of the subject property; the current market value is **\$207,570** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$\$2,374.25**

Staff's cost for the fine/lien would be reduced to **\$2,374.25** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

The property owner was sworn in: Ms. Morales (daughter translating for mother), 1049 Olive St

Ms. Morales (daughter) stated that when they found out about the violations they made sure to correct. Ms. Acosta asked when the property was purchased. The response was 2018. Officer Brimm wanted to let the Board Members know that him and Officer Mack did an inside and out inspection of the property. Officer Mack stated that they were working with Officer Gonzalez on this case. The boards were taken down because the broken windows were replaced. More discussion amongst the Board members, property owner and staff.

Motion by Ms. Weatherspoon, seconded by Mr. Simpson, to amend staff's recommendation to City Council for the lien reduction to be in the amount of one thousand two hundred ninety-three dollars and fifty cents (**\$1,293.50**). Vote: Yay (6) Nay (1) (Ms. Acosta) Motion Passed.

3. CE-17-582 – 312 Belmont Dr

The Code Enforcement Board held a public hearing on **June 21, 2018**, at which time the Board found the owner, **James Yoder** in violation of the following:

XXVIII Roofs & Drainage, Ch 6 Sec 6-1003 (G)
1003(b)

XXVI Protective Treatment Ch 6 Sec 6-

XXXV Weeds, Ch 6 Sec 6-1001 (d)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 16, 2018**.

The lien ran at **\$50.00** per day from **July 21, 2018** until compliance was achieved on **December 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$117,550.00**. The current owner (**James Yoder**), is requesting that the lien be reduced to **City's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$115,580.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$\$2,587.16**

Staff's cost for the fine/lien would be reduced to **\$2,587.16** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: James Yoder, 312 Belmont Dr.

Mr. Yoder explained that Code Enforcement let him know that his roof was in bad shape. Mr. Yoder gave more testimony he was not notified there were still violations on the property. He thought his property was in compliance. Vice Chair Otero asked about the weeds on his property and will he maintain the yard. More discussion amongst the Board members, property owner and staff.

Motion by Mr. Simpson, seconded by Ms. Acosta, to amend staff's recommendation to City Council for the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: Yay (6) Nay (1) (Vice Chair Otero) Motion Passed.

5. CE-22-00884 – 3645 Longbow Rd

The Code Enforcement Board held a public hearing on **April 20,2023**, at which time the Board found the owner, **Victora Tucker** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Unsafe structures Ch 6 Sec 6-805 (a-e)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **July 20,2023**.

The lien ran at **\$50.00** per day from **May 20,2023** until compliance was achieved on **March 1, 2024** Code records show onsite inspections were conducted by **Officer Mike Folger and myself**. The case was closed leaving a fine of **\$14,330.00**. The current owner is requesting that the lien be reduced to **city's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **6**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$103,830.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$1,546.68**

Staff's cost for the fine/lien be reduced to **\$1,546.68** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Kevin Kader, 421 Blue Jacket Ln, Orlando

Manager Wilkinson let the Board Members know that the property owner is planning on selling the property. Mr. Kader stated he bought the property with the lien on the property which he was unaware of. There was a fire at the property prior to him purchasing. Mr. Muller asked at the closing if he was told that the title was clear. Mr. Kader stated it was bought as is and he was not told.

Motion by Ms. Weatherspoon, seconded by Vice Chair Otero, to amend staff's recommendation to City Council the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: (7-0) Motion Past.

6. CE-16-00461 – 1235 Holmes St.

The Code Enforcement Board held a public hearing on **May 18, 2017**, at which time the Board found the owner, **Johnny & Lillie Dennis** in violation of the following:

Section 6-1001 (g) Damage Fence
Section 6-1003(b) Protective treatment
Section 6-900 (b) (9) Parking in the grass
Section 6-1001 (d) High Grass and Weeds

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 21, 2017**.

The lien ran at **\$100.00** per day from **June 18, 2017** until compliance was achieved on **September 20, 2017** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$9,400.00**. The property owner (**Johnny & Lillie Dennis**), is requesting that the lien be reduced to **cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid through 2024**

- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$370,720.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,268.77**

Staff's cost for the fine/lien be reduced to **\$2,268.77** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of zero dollars **(\$0.)**. Vote: (7-0) Motion Passed.

NEW BUSINESS:

None

OTHER BUSINESS:

None

ABATEMENT APPEALS:

None

Manager Announcements:

None

NEXT MEETING:

The next regular meeting of the Code Enforcement Board will be held on March 20, 2025.

ADJOURNMENT:

There being no further business the meeting adjourned at 8:12 PM.

Approved on this _____ day of _____, 2025.

Lloyd Roberts, Chairman

Darla Crawl, Recording Secretary

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-293
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Neuterman, Community Services Director
Requested Action: Approve the current Code Enforcement Lien for the property located at 312 Belmont Dr, be reduced to the City's Cost of **\$2,587.16.**

BACKGROUND: **Case # CE-17-582**

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Belmont Dr and observed code violations at 312 Belmont Dr. The property owner (James Yoder) was found in violation of the following:

- XXVIII Roofs & Drainage, Ch 6 Sec 6-1003 (g)
- XXVI Protective Treatment Ch 6 Sec 6-1003(b)
- XXXV Weeds, Ch 6 Sec 6-1001 (d)

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **June 21, 2018**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$50.00 per day
- **Duration:** From 07/21/2018 to 12/27/2024
- **Total Fine Amount:** \$117,550.00

Lien Reduction Request: James Yoder (property owner) is requesting a reduction of the lien to the city's cost of **\$2,587.16.**

CODE ENFORCEMENT BOARD RECOMMENDED MOTION

The current Code Enforcement Lien for the property located at 312 Belmont Dr, be reduced to the amount of **\$100.00** as recommended by the Code Enforcement Board at the February 20th, 2025 Code Board hearing.

STAFF RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 312 Belmont Dr, be reduced to the City's Cost of **\$2,587.16**.

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Residency:** The property is owner-occupied
- **Ownership at time of violation:** Yes
- **Number of Violations:** 3
- **Number of Inspections:** 20
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Inspected and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** \$115,580.00
- **Staff Cost:** \$2,587.16

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the

date of denial. During this period, the lien can only be satisfied by full payment of the fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? Yes/No

If not budgeted, is amendment / transfer attached?

Source/Use of Funds

Account Number

Amount

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

Change Order Amount: \$

Original Purchase Order Amount: \$

For this Agenda Item note Prior Change Order Information:

Total Number of change orders to date:

Total amount in change orders to date: \$

PREVIOUS ACTION:

Case # CE-17-582

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Belmont Dr and observed code violations at 312 Belmont Dr. The property owner (James Yoder) was found in violation of the following:

- XXVIII Roofs & Drainage, Ch 6 Sec 6-1003 (g)
- XXVI Protective Treatment Ch 6 Sec 6-1003(b)
- XXXV Weeds, Ch 6 Sec 6-1001 (d)

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **June 21, 2018**, at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$50.00 per day
- **Duration:** From 07/21/2018 to 12/27/2024

- **Total Fine Amount:** \$117,550.00

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 312 Belmont Dr, be reduced to the City's Cost of **\$2,587.16**.



Application # CE - 17 - 582

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
DEC 23 2024
BY: Twilkinson

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. Date: 12/23/24

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

Company (if applicable): _____

Name: James Yoder

Mailing Address: 312 Belmont Drive

City: Cocoa State: FL Zip Code: 32922

Phone #: (321) 292-5007 Fax #: _____

Mobile #: _____ E-mail: dancebyjames@gmail.com

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Information for property on which lien occurs:

Street Address and Location: 312 Belmont Drive Cocoa, FL 32922

Parcel ID:

2 4 - 3 6 - 1 7 - 5 3 - 1 5 2 0 - -

- - - - -

Tax Account Number:

2 4 1 3 9 5 1

Existing Use(s) on Property: My home and yard.

Proposed Use(s) on Property:

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Condition of residence and yard.

Date Fine or Lien Imposed: 08/16/2018
per day

Amount of Fine: \$50.00

Have the violation(s) on the subject property been corrected? **Yes** / No (Circle one)

Date upon which the subject property was brought into compliance: November 01, 2024

5. Please provide the following information:

Code enforcement case number: 17-582

Were you the property owner at the time the lien was imposed? **Yes** / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? 2,269

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / **NA** (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance?

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / **No** (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / **No** (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

I was not aware that a code enforcement lien was placed on my home. I had a considerable amount of repairs and renovating done to bring the property into compliance immediately after the discovery of the lien. I have lived at this property for more than 40 years without any prior code enforcement issues. There was no harm caused by the condition of the property and it currently in very good condition and not a danger to the health, safety and welfare of the community.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
I was not aware of the code enforcement violation or lien.

Amount you are requesting that the lien be reduced to: The costs incurred by the City of Cocoa.

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

I did not receive any letter or notice of the violation or that a code enforcement lien was placed on my property.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

N/A

6. Please submit the following items in order complete the application:

- a. ☒ **Notarized application.**
- b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is \$20.00 and will need to be paid at the time the application is submitted.**
- c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☐ YES ☒ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

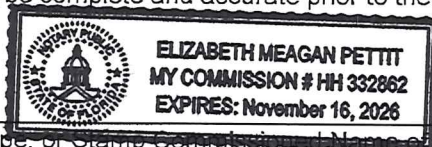
12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard I, James Yoder
being first duly sworn, depose and say that:

- ☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Garron E. Yoder
(APPLICANT SIGNATURE)
Public)



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

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

[Signature]
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 23 day of December, 2024

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.
3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.
4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.
5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.
6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:
 - a. The witness has personal knowledge of the fact in which the witness will testify; and/or
 - b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
 1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:
 - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
 - The opinions and inferences do not require any special knowledge, skill experience or training.
 2. Expert witness. Testimony of an expert witness is qualified only if:
 - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
 - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

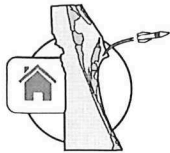
- (b) **Application.** The application shall be executed under oath and sworn to in the presence of a notary public.
- (c) **Reimbursement to city for recording costs at time of application.** The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) **Processing of application by Code Enforcement Manager or Chief of Police.** Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.
- (e) **Code enforcement board hearing.** At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

- (1) The gravity of the violation;
 - (2) The time in which it took the violator to come into compliance;
 - (3) The accrued amount of the code enforcement fine or lien;
 - (4) Any previous or subsequent code violations;
 - (5) Any financial hardship; and
 - (6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.
- (f) **Presentation to city council.** After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.
- City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.
- (g) **Compliance with city council conditions.** The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
 - (h) **Effect of denial on application for subsequent lien reduction or forgiveness.** If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

**Dana Blickley, CFA, Brevard County Property Appraiser**

Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700

www.BCPAO.us

Disclaimer

REAL PROPERTY DETAILS

Account 2413951 - Roll Year 2024

Owners	YODER, JAMES E
Mailing Address	312 BELMONT DR COCOA FL 32922
Site Address	312 BELMONT DR COCOA FL 32922
Parcel ID	24-36-17-53-15-20
Taxing District	23D0 - COCOA
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.15
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0003/0061
Subdivision	CARLETON TERRACE, AMENDED PLAT OF
Land Description	CARLETON TERRACE, AMENDED PLAT OF LOT 20 BLK 15

**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$115,580	\$126,760	\$91,750
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$48,650	\$47,240	\$45,870
Assessed Value School	\$48,650	\$47,240	\$45,870
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$23,650	\$22,240	\$20,870
Taxable Value School	\$23,650	\$22,240	\$20,870

SALES / TRANSFERS

Date	Price	Type	Instrument
02/28/1975	\$21,300	--	1514/0773

BUILDINGS**PROPERTY DATA CARD #1**

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	VINYL/ALUMINUM	Year Built	1935
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	1,484	Outbuilding	96
Open Porch	52	Covered Patio	80
Total Base Area	1,484	Fireplace	1
Total Sub Area	1,536		

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 17-582
8/16/2018

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

Yoder, James E
Owners of the Property located at:
312 Belmont Dr
Cocoa FL 32922

Parcel ID: 24-36-17-53-15-20

Respondent,

CFN 2018209961, OR BK 8264 PAGE 2643.
Recorded 09/18/2018 at 04:18 PM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:1

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

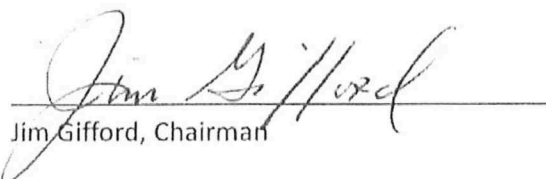
THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 8/16/2018 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 7/21/2018

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of \$50.00 per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

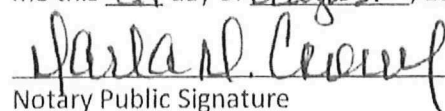
DONE AND ORDERED at Cocoa, Florida, this 16th , day of August, 2018

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA


Jim Gifford, Chairman

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 21 day of August, 2018, by Jim Gifford, Chairman of the City of Cocoa Code Enforcement Board.


Notary Public Signature



DARLAD CROWL
Commission # GG 232414
Expires November 11, 2018
Bonded Thru Budget Notary Services

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
2/20/2025

LIEN REDUCTION REQUEST FOR
312 Belmont Dr

CASE # CE-17-582

The Code Enforcement Board held a public hearing on **June 21, 2018**, at which time the Board found the owner, **James Yoder** in violation of the following:

XXVIII Roofs & Drainage, Ch 6 Sec 6-1003 (G) XXVI Protective Treatment Ch 6 Sec 6-1003(b)

XXXV Weeds, Ch 6 Sec 6-1001 (d)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 16, 2018**.

The lien ran at **\$50.00** per day from **July 21, 2018** until compliance was achieved on **December 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$117,550.00**. The current owner (**James Yoder**), is requesting that the lien be reduced to **City's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$115,580.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet and the in the total amount of **\$2,587.16**

Staff's recommendation is that the fine/lien be reduced to **\$2,587.16** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE-17-582

Date: 02/20/2025

YODER, JAMES E

Site Address: 312 BELMONT DR

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	20	0.75	\$35.06	\$525.90
2	Code Manager	6	0.75	\$48.54	\$218.43
3					
				Total A1	\$744.33

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	20	0.5	35.06	\$701.20
2	Code Manager	6	0.5	48.54	\$291.24
3					
				Total A2	\$992.44

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	5	\$36.06	\$180.30
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$630.30

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	52	\$0.64	\$33.28
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	15	\$0.55	\$8.25
5	Standard Mail	6	\$0.55	\$3.30
6	Certified Mail	6	\$5.26	\$31.56
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$220.09

C. Total Amount of Cost (A1+A2+A3+B):

\$2,587.16

**Code Enforcement Board
Meeting Minutes
February 20, 2025**

A meeting of the Code Enforcement Board of the City of Cocoa was held on Thursday, February 20, 2025 in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

OPENING MATTERS:

Chairman Roberts called the meeting to order at 6:02 P.M. The Board Secretary called the roll.

MEMBERS PRESENT:

Lloyd Roberts	Chairman
Josue Otero	Board Member
Sharri Scott	Board Member
Michael Simpson	Board Member
Melissa Acosta	Board Member
Dik Muller	Board Member
Gloria Weatherspoon	1st Alternate

MEMBERS ABSENT:

George Brown Jr.	Vice Chairman
------------------	---------------

OTHERS PRESENT:

Tom Wilkinson	Code Enforcement Manager
Micheal Mack	Code Enforcement Officer
Justin Simpson	Code Enforcement Officer
Jason Brimm	Code Enforcement Officer
Kristin Eick	Board Attorney
Darla Crowl	Recording Secretary
Anthony Marchica	Commander
Mark Baaden	Lieutenant
Pedersen	Police Officer
Ms. Weeks	City Councilwoman – Liaison

The Board Secretary swore in all Staff members giving testimony.

APPROVAL OF AGENDA AND MINUTES:

1. Approval of Agenda: February 20, 2025

Chairman Roberts noted changes to the agenda (Items complied, tabled and withdrawn)

Motion by Vice Chair Otero, seconded by Ms. Acosta, to approve to the agenda of February 20, 2025.
Vote on the motion carried unanimously.

2. Approval of Meeting Minutes: January 16, 2025.

Motion by Mr. Muller, seconded by Mr. Simpson, to approve to the minutes of January 16, 2025. Vote on the motion carried unanimously.

3. Submit to the record of all documents & notices for all cases on the Agenda.

4. Election of Code Enforcement Vice Chairman

Mr. Brown – No votes

Melissa Acosta - No votes

Motion by Mr. Muller, seconded by Mr. Simpson, to nominate Mr. Otero for Vice Chair. Vote on the motion (6-yay) 1-Nay (Ms. Acosta).

CASES:

1. CE-24-311 – 638 Brevard Ave.

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required. and Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store.** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a **one-time fine of two hundred fifty dollars (\$250.00), Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required., to have been in violation Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store** per day until found in compliance.

Attorney Eick had questions about violation 2 for dates and how long the property owner was given. She also wanted to remind the Board for Business Tax Receipt it is a one- time fee and does not run daily.

Violation (1) Motion by Vice Chairman Otero, seconded by Ms. Acosta, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried unanimously.

Violation (2) Motion by Vice Chairman Otero, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner to have been in violation. Vote on the motion carried unanimously.

2. CE-24-860 – 900 Friday Rd

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), Permit Required, App. A Art. XV Sec. 2 (a) and Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of **two hundred fifty dollars (\$250.00) Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), two hundred fifty dollars (\$250.00) Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), two hundred fifty dollars**

(\$250.00) Permit Required App. A Art. XV Sec. 2 (a) and two hundred fifty dollars (\$250.00) Site Plan Approval Required, App. A Art. XIII Sec. 1 (B) per day until found in compliance.

Benjamin Weismann: attorney for the property owner.

Attorney Eick asked why a site plan is required? Officer Simpson stated that there was not a site plan on file for the work that was being done on the property. The property owner contacted Planning and Zoning about converting the units into apartments. He was told at that time he would need to turn in a site plan if he was going to convert to apartments. Attorney Eick gave the Board Members more information on when a site plan would be required. Chairman Roberts asked about the stop work orders placed on the property. Officer Simpson explained Officer Gonzalez posted stop work orders and several stop work orders were placed on the property which were either taken down or covered up. Attorney Weismann gave his view of the case. Attorney Weismann went through each violation stating why he thought the violations were not valid. Chairman Roberts stated that people do not put up signs for leasing if they don't plan to lease. Attorney Weismann gave pictures and documentation of the property to the Board Members with no dates. More discussion amongst the Board members, staff, City attorney and the property owner's attorney.

The first motion by Mr. Simpson and Vice Chair Otero was withdrawn. The motion passed.

Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d) was found to have been in violation and no fines at this time. **Exterior Structure (Window, Skylight and Door**

Frames), Sec. 6-1003 (m) (1) (2) was found to have been in violation and no fines at this time.

Motion by Vice Chair Otero, seconded by Ms. Scott, to amend Staff's recommendations and find the Property Owner in violation. Vote on the motion carried unanimously.

Permit Required, App. A Art. XV Sec. 2 (a) with a two hundred fifty dollars (\$250.00) and **Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** was removed with no fines.

Motion by Vice Chair Otero, seconded by Mr. Simpson, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (6-1) Nay Chairman Roberts.

3. CE-24-336 – 1106 Abington St.

Code Enforcement Officer Jason Brimm provided an overview of the Case history and presented exhibits for the Board's review. Code Enforcement Officer Brimm testified that the Property Owner was in violation of **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** of the City Code.

Code Enforcement Officer Brimm requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of two hundred fifty dollars (\$250.00) **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and two hundred fifty dollars (\$250.00) Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** per day until found in compliance.

Chairman Roberts asked what the fees were based on. Officer Brimm referred the question to Manager Wilkinson. Ms. Scott asked about the third violation. Officer Brimm explained two of the violations covered the same type of violation, so he took it off the agenda. More discussion amongst the Board members and staff.

Motion by Ms. Acosta, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (5-2) (2-Nays – Mr. Simpson and Ms. Weatherspoon)

4. CE-24-417 – 803 Eden St

Complied.

NON-COMPLIANCE:

None

LIEN REDUCTIONS

1. CE-19-01336 – 1043 Olive St

The Code Enforcement Board held a public hearing on **May 20, 2021**, at which time the Board found the owner, **Carol & Alan Bassett** in violation of the following:

- XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 19, 2021**.

The lien ran at **\$100.00** per day from **June 20,2021** until compliance was achieved on **June 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$110,310.00**.The current owner (Nicholas Critelli), is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **16**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$160,030.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,130.53**

Staff's cost for the fine/lien would be reduced to **\$2,130.53** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Nicholas Critelli, 1043 Olive St.

Mr. Critelli explained that he knew about the violations, but the realtor told him the bank was supposed to fix the violation. Mr. Critelli said he ran into a Code Enforcement Officer in the field which let him know there was a running lien. He stated that if he knew there was still a running lien on the property he would not of purchased. He bought the property in 2021 per Manager Wilkinson. Officer Mack told the Board Members that the property owner came to the office several times to find out about the violations. Officer Mack went out to the property with the property owner to go over the violations. Mr. Critelli worked to get the violations corrected. Vice Chair, Otero asked if there were more pictures. Manager Wilkinson stated this was the picture from today. More discussion amongst the Board members, property owner and staff.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of one thousand eighty dollars and fifty cents (**\$1,080.50**).
Vote: Yay (6) Nay (1) (Ms. Scott) Motion Passed.

2. CE-18-283 – 1049 Olive St.

The Code Enforcement Board held a public hearing on **July 19, 2018**, at which time the Board found the owner, **Migdalina Yomara Cardona** in violation of the following:

IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
Business Tax Receipt Ch. 12 sec 12-1 (a) (b)

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 20, 2018**.

The lien ran at **\$50.00** per day from **August 21, 2018** until compliance was achieved on **December 13, 2023** Code records show onsite inspections were conducted by **Officer Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$97,030.00**. The current owner (GLENDY ADALI BARRIOS) is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **18**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The current market value of the subject property; the current market value is **\$207,570** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$\$2,374.25**

Staff's cost for the fine/lien would be reduced to **\$2,374.25** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

The property owner was sworn in: Ms. Morales (daughter translating for mother), 1049 Olive St

Ms. Morales (daughter) stated that when they found out about the violations they made sure to correct. Ms. Acosta asked when the property was purchased. The response was 2018. Officer Brimm wanted to let the Board Members know that him and Officer Mack did an inside and out inspection of the property. Officer Mack stated that they were working with Officer Gonzalez on this case. The boards were taken down because the broken windows were replaced. More discussion amongst the Board members, property owner and staff.

Motion by Ms. Weatherspoon, seconded by Mr. Simpson, to amend staff's recommendation to City Council for the lien reduction to be in the amount of one thousand two hundred ninety-three dollars and fifty cents (**\$1,293.50**). Vote: Yay (6) Nay (1) (Ms. Acosta) Motion Passed.

3. CE-17-582 – 312 Belmont Dr

The Code Enforcement Board held a public hearing on **June 21, 2018**, at which time the Board found the owner, **James Yoder** in violation of the following:

XXVIII Roofs & Drainage, Ch 6 Sec 6-1003 (G)
1003(b)

XXVI Protective Treatment Ch 6 Sec 6-

XXXV Weeds, Ch 6 Sec 6-1001 (d)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 16, 2018**.

The lien ran at **\$50.00** per day from **July 21, 2018** until compliance was achieved on **December 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$117,550.00**. The current owner (**James Yoder**), is requesting that the lien be reduced to **City's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$115,580.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$\$2,587.16**

Staff's cost for the fine/lien would be reduced to **\$2,587.16** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: James Yoder, 312 Belmont Dr.

Mr. Yoder explained that Code Enforcement let him know that his roof was in bad shape. Mr. Yoder gave more testimony he was not notified there were still violations on the property. He thought his property was in compliance. Vice Chair Otero asked about the weeds on his property and will he maintain the yard. More discussion amongst the Board members, property owner and staff.

Motion by Mr. Simpson, seconded by Ms. Acosta, to amend staff's recommendation to City Council for the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: Yay (6) Nay (1) (Vice Chair Otero) Motion Passed.

5. CE-22-00884 – 3645 Longbow Rd

The Code Enforcement Board held a public hearing on **April 20,2023**, at which time the Board found the owner, **Victora Tucker** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Unsafe structures Ch 6 Sec 6-805 (a-e)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **July 20,2023**.

The lien ran at **\$50.00** per day from **May 20,2023** until compliance was achieved on **March 1, 2024** Code records show onsite inspections were conducted by **Officer Mike Folger and myself**. The case was closed leaving a fine of **\$14,330.00**. The current owner is requesting that the lien be reduced to **city's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **6**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$103,830.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$1,546.68**

Staff's cost for the fine/lien be reduced to **\$1,546.68** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Kevin Kader, 421 Blue Jacket Ln, Orlando

Manager Wilkinson let the Board Members know that the property owner is planning on selling the property. Mr. Kader stated he bought the property with the lien on the property which he was unaware of. There was a fire at the property prior to him purchasing. Mr. Muller asked at the closing if he was told that the title was clear. Mr. Kader stated it was bought as is and he was not told.

Motion by Ms. Weatherspoon, seconded by Vice Chair Otero, to amend staff's recommendation to City Council the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: (7-0) Motion Past.

6. CE-16-00461 – 1235 Holmes St.

The Code Enforcement Board held a public hearing on **May 18, 2017**, at which time the Board found the owner, **Johnny & Lillie Dennis** in violation of the following:

Section 6-1001 (g) Damage Fence
Section 6-1003(b) Protective treatment
Section 6-900 (b) (9) Parking in the grass
Section 6-1001 (d) High Grass and Weeds

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 21, 2017**.

The lien ran at **\$100.00** per day from **June 18, 2017** until compliance was achieved on **September 20, 2017** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$9,400.00**. The property owner (**Johnny & Lillie Dennis**), is requesting that the lien be reduced to **cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid through 2024**

- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$370,720.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,268.77**

Staff's cost for the fine/lien be reduced to **\$2,268.77** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of zero dollars **(\$0.)**. Vote: (7-0) Motion Passed.

NEW BUSINESS:

None

OTHER BUSINESS:

None

ABATEMENT APPEALS:

None

Manager Announcements:

None

NEXT MEETING:

The next regular meeting of the Code Enforcement Board will be held on March 20, 2025.

ADJOURNMENT:

There being no further business the meeting adjourned at 8:12 PM.

Approved on this _____ day of _____, 2025.

Lloyd Roberts, Chairman

Darla Crawl, Recording Secretary

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-294
Prepared By: Thomas Wilkinson, Code Enforcement Manager
Through: Charlene Jenkins, Administrative Secretary
Requested Action: Approve the current Code Enforcement Lien for the property located at 3645 Longbow Rd., be reduced to the City's Cost of **\$1,546.68**.

BACKGROUND:

Case # CE-22-884

Code Enforcement Offense:

Code Enforcement conducted a proactive patrol on Longbow Rd., and observed code violations at 3645 Longbow Rd. The previous property owner (Victoria Tucker) was found in violation of the following:

- Accum. of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
- Unsafe structures Ch 6 Sec 6-805 (a-e)

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **April 20, 2023** at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$50.00 per day
- **Duration:** From 05/20/23 to 03/01/2024
- **Total Fine Amount:** \$14,330.00

Lien Reduction Request: Kevin Martinez (new property owner) is requesting a reduction of the lien to the cost of city **\$1,546.68**.

CODE ENFORCEMENT BOARD RECOMMENDED MOTION

The current Code Enforcement Lien for the property located at 3645 Longbow Rd., be reduced to the amount of **\$100.00** as recommended by the Code Enforcement Board at the February 20th, 2025 Code Board hearing.

STAFF RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 3645 Longbow Rd., be reduced to the City's Cost of **\$1,546.68**.

Factors Considered for Lien Reduction (Section 6-707 Of the City Code):

1. The gravity of the violation.
2. The time which it took the violator to come into compliance.
3. The accrued amount of the code enforcement fine or lien.
4. Any previous or subsequent code violations.
5. Any financial hardship
6. Any other mitigating circumstances which may warrant the reduction or satisfaction of the penalty of fine.

Staff Assessment and Findings:

- **Residency:** The property is vacant
- **Ownership at time of violation:** No new property owner
- **Number of Violations:** 2
- **Number of Inspections:**6
- **Property Taxes:** Paid through 2024
- **Other liens:** No outstanding liens, including water liens.
- **Property Condition:** Inspected and found in compliance before the Code Board Hearing; another inspection will also occur prior to the Council Meeting
- **Current Market Value:** \$103,830.00
- **Staff Cost:** \$1,546.68

Council Procedure:

After a recommendation is rendered by the Code Enforcement Board, the City Council may:

- Approve
- Approve with conditions
- Deny the application to satisfy or release the lien

If approved with conditions, the satisfaction or lien release of the lien will not be prepared or recorded until the conditions are met. The violator has thirty (30) days to comply with the conditions. Failure to comply will result in automatic denial of the application. If denied or automatically denied due to non-compliance, the violator is barred from reapplying for a reduction or forgiveness of the lien for one (1) year from the date of denial. During this period, the lien can only be satisfied by full payment of the

fine or penalty imposed.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

PREVIOUS ACTION:

Code Enforcement conducted a proactive patrol on Longbow Rd., and observed code violations at 3645 Longbow Rd. The previous property owner (Victoria Tucker) was found in violation of the following:

- Accum. of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
- Unsafe structures Ch 6 Sec 6-805 (a-e)

A notice of violation was generated and sent to the address on file with the Brevard County Property Appraiser. The Code Enforcement Board held a public hearing on **April 20, 2023** at which time the Board found the property owner in violation of the above-mentioned sections of the City Code.

Violation Details:

- **Type:** 1st Offense Violation(s)
- **Penalty Imposed:** \$50.00 per day
- **Duration:** From 05/20/23 to 03/01/2024
- **Total Fine Amount:** \$14,330.00

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the property located at 3645 Longbow Rd., be reduced to the City's Cost of **\$1,546.68**.



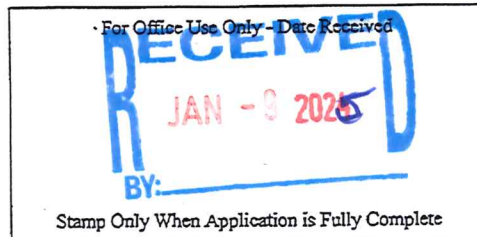
Application # CE - 22 - 884

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.



Please TYPE or PRINT this application neatly.

1. Date: 01/09/25

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

Company (if applicable): Realty Gems KC LLC

Name: Kevin Kader Martinez

Mailing Address: 421 Blue Jacket LN

City: Orlando State: FL Zip Code: 32825

Phone #: 937-833-3314 Fax #: _____

Mobile #: _____ E-mail: realtygemskc@gmail.com

3. Property Owner Information:

* Check here if same as Applicant → ☒

* If more than one owner, attach additional sheet with names and addresses.

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. Information for property on which lien occurs:

Street Address and Location: 3645 Longbow Rd, Cocoa, FL 32926

Parcel ID:

24-35-13-76-119- -

- - - - -

Tax Account Number:

2404992

Existing Use(s) on Property: Vacant

Proposed Use(s) on Property: Sell

(If residential – (circle one) owner occupied or rental), if rental does property owner anticipate accepting any state or federal rental subsidies?

Nature of Violation(s): Unsafe / Unsanitary Structure

Date Fine or Lien Imposed: 05/20/2023 Amount of Fine: \$14,310.00
per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: 03/01/2024

5. Please provide the following information:

Code enforcement case number: 22-00000884

Were you the property owner at the time the lien was imposed? Yes ☒ No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? _____

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No ☒ (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? 4 months

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes ☒ No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes ☒ No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Full renovation was done to bring property up to codes and to a liveable conditions.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Was not owner.

Amount you are requesting that the lien be reduced to: \$0 / Forgiveness

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

Property was not suitable for occupancy when purchased due to a fire. Full rehabilitation was done shortly after purchase with all the permits needed.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

No

6. Please submit the following items in order complete the application:

- a. ☒ **Notarized application.**
- b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is \$20.00 and will need to be paid at the time the application is submitted.**
- c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.
- d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (<http://www.sunbiz.org/corpweb/inquiry/search.html>).
- e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application
9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.
10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.
11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representative.

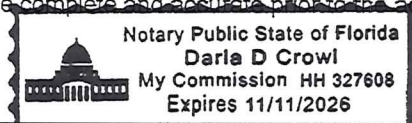
12. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard I, Kevin Kader
being first duly sworn, depose and say that

- ☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.
- ☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

[Signature]
(APPLICANT SIGNATURE)
Public)



(Print, Type, or Stamp Commissioned Name of Notary

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL ID

[Signature]
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 9th day of January, 20 25

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.
2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.
3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.
4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.
5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.
6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:
 - a. The witness has personal knowledge of the fact in which the witness will testify; and/or
 - b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
 1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:
 - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
 - The opinions and inferences do not require any special knowledge, skill experience or training.
 2. Expert witness. Testimony of an expert witness is qualified only if:
 - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
 - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

- (b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.
- (c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.
- (d) *Processing of application by Code Enforcement Manager or Chief of Police.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.
- (e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

- (1) The gravity of the violation;
 - (2) The time in which it took the violator to come into compliance;
 - (3) The accrued amount of the code enforcement fine or lien;
 - (4) Any previous or subsequent code violations;
 - (5) Any financial hardship; and
 - (6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.
- (f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.
- City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.
- (g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.
 - (h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)



Brevard County Property Appraiser

Titusville • Viera • Melbourne • Palm Bay

Phone: (321) 264-6700

<https://www.bcpao.us>

PROPERTY DETAILS

Account	2404992
Owners	TUCKER, VICTORIA; BRASHERS, ROSE M
Mailing Address	3645 LONGBOW RD COCOA FL 32926
Site Address	3645 LONGBOW RD COCOA FL 32926
Parcel ID	24-35-13-76-*119
Property Use	0110 - SINGLE FAMILY RESIDENCE
Exemptions	DICV - DISABILITY - CIVILIAN HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Taxing District	23D0 - COCOA
Total Acres	0.18
Subdivision	COCOA NORTH UNIT 6
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0028/0039
Land Description	COCOA NORTH UNIT 6 LOT 119



VALUE SUMMARY

Category	2022	2021	2020
Market Value	\$178,100	\$141,410	\$138,320
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$129,270	\$125,510	\$123,780
Assessed Value School	\$129,270	\$125,510	\$123,780
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$25,000	\$25,000	\$25,000
Other Exemptions	\$500	\$500	\$500
Taxable Value Non-School	\$78,770	\$75,010	\$73,280
Taxable Value School	\$103,770	\$100,010	\$98,280

SALES/TRANSFERS

Date	Price	Type	Instrument
01/04/2017	--	WD	7790/2908
02/14/2011	\$29,000	WD	6356/0518
08/31/2010	--	CT	6237/1736
06/22/1989	\$58,000	WD	3004/4416
12/22/1987	\$46,700	WD	2872/0319
08/18/1987	--	WD	2848/2498

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - SINGLE FAMILY RESIDENCE

Materials	Details
Exterior Wall: STUCCO , PAINTED EXTERIOR	Year Built 1983
Frame: MASNRYCONC	Story Height 8
Roof: ASPH/ASB SHNGL	Floors 1
Roof Structure: HIP/GABLE	Residential Units 1
	Commercial Units 0
Sub-Areas	Extra Features
Base Area (1st) 1,667	Covered Patio 128
Garage 300	Covered Patio 84
Open Porch 64	

Total Base Area	1,667
Total Sub Area	2,031

**CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0884**

THE CITY OF COCOA

A Florida Municipal Corporation,
Complainant,

vs.

TUCKER, VICTORIA; BRASHERS, ROSE M

Owners of the Property located at:

3645 LONGBOW RD

Cocoa, FL 32926

Parcel ID: 24-35-13-76-*-119

Respondent,

_____ /

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on April 20, 2023 to determine whether any violations of the City of Cocoa Code of Ordinances exist or existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, makes the following Findings of Fact, Conclusions of Law and Order as set forth herein.

Findings of Fact and Conclusions of Law

Based upon the evidence and testimony presented at this hearing, the Code Enforcement Board finds: That a code enforcement officer of the City of Cocoa determined the Subject Property was in violation of:

- ☒ *Il.Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*
- ☒ *Unsafe structures Ch 6 Sec 6-805 (a-e)*
- ☐ *Select Code Violation*
- ☐ *Select Code Violation*

of the City Code, and issued a Notice of Violation to Respondent giving a reasonable time to correct the violation(s).

1. That Respondent failed to correct such violation(s) within the reasonable time period provided in the Notice of Violation. Pursuant to section 162.06, Florida Statutes, this hearing was scheduled. Proper written notice of this hearing was given to Respondent.

2. That based on the testimony and evidence presented, including Staff's presentation, the Board finds Respondent is in violation of the following violations of the City Code:

☒ *Il. Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d*

☒ *Unsafe structures Ch 6 Sec 6-805 (a-e)*

☐ *Select Code Violation*

☐ *Select Code Violation*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until May 20, 2023 to correct all violations set forth herein on the property.

2. If Respondent fails to correct all cited violations within the time period set forth herein, the Code Enforcement Officer shall schedule this Case to appear for a compliance hearing before the Code Enforcement Board at a date to be determined, where the sole issue to be considered is whether compliance has been achieved on all violations. Respondent will be given an opportunity to appear and present evidence regarding compliance.

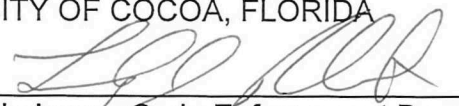
3. Upon a finding by the Code Enforcement Board that the property was not brought into compliance by the date set forth in this Order, a fine in the amount of **\$250.00** per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

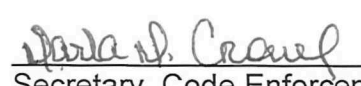
Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to \$500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

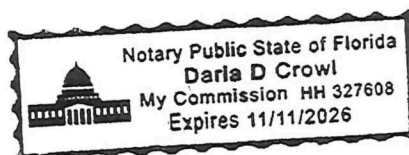
DONE AND ORDERED THIS 20 DAY OF April, 2023.

CODE ENFORCEMENT BOARD OF THE
CITY OF COCOA, FLORIDA


Chairman, Code Enforcement Board

I CERTIFY THAT A COPY OF THIS ORDER was furnished to Respondent(s) at TUCKER, VICTORIA; BRASHERS, ROSE M, whose mailing address is 3645 LONGBOW RD COCOA FL 32926 this 20 day of April, 2023 _____ via ___ hand delivery/ ___ certified mail/ ☒ U.S. mail/ ___ posting (mark all that apply).


Secretary, Code Enforcement Board



CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-884
7/20/2023

THE CITY OF COCOA

A Florida Municipal Corporation

Complainant,

vs.

TUCKER, VICTORIA; BRASHERS, ROSE M
Owners of the Property located at:
3645 LONGBOW RD
Cocoa FL 32926

Parcel ID: 24-35-13-76-*-119

Respondent,

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

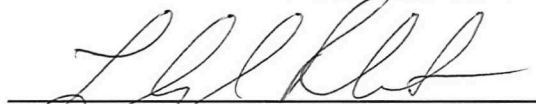
THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 7/20/2023 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 5/20/2023

At a duly noticed Compliance Hearing of Code Enforcement Board the Respondent was found in non-compliance of the Board Order. It is hereby Ordered that the City of Cocoa shall impose a fine in the amount of **\$50.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 20, day of July, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA



Lloyd Roberts, Chairman

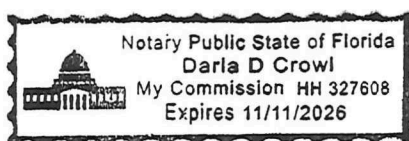
CERTIFICATION:

State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 20 day of July, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.



Notary Public Signature



CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
2/20/2025

LIEN REDUCTION REQUEST FOR
3645 LONGBOW RD

CASE # CE-22-884

The Code Enforcement Board held a public hearing on **April 20,2023**, at which time the Board found the owner, **Victora Tucker** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d
Unsafe structures Ch 6 Sec 6-805 (a-e)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **July 20,2023**.

The lien ran at **\$50.00** per day from **May 20,2023** until compliance was achieved on **March 1, 2024** Code records show onsite inspections were conducted by **Officer Mike Folger and myself**. The case was closed leaving a fine of **\$14,330.00**. The current owner is requesting that the lien be reduced to **city's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **6**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$103,830.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet and the total amount of **\$1,546.68**

Staff's recommendation is that the fine/lien be reduced to **\$1,546.68** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

**Cocoa Police Department
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case**

Case#: CE-22-884

Date: 02/20/2025

REALTY GEMS KC LLC

Site Address: 3645 Longbow Rd

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-\$35.06, Coordinator-\$36.06, Manager-\$48.54, Chief-\$69.71 & City Attorney-\$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	6	0.75	\$35.06	\$157.77
2	Code Manager	4	0.75	\$48.54	\$145.62
3					
				Total A1	\$303.39

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	6	0.5	35.06	\$210.36
2	Code Manager	4	0.5	48.54	\$194.16
3					
				Total A2	\$404.52

	Supporting Staff	Duty	Hours	Rate	Total
1	Code Coordinator	Case Duties	5	\$36.06	\$180.30
2	City Attorney	Case Duties	3	\$150.00	\$450.00
3	Chief	Board Hearings	0	\$69.71	\$0.00
4					
5					
				Total A3	\$630.30

B. Expenditures - Actual expenses incurred during the process of the Code Case.

	Item	Quantity	Amount	Total
1	Documents per Sheet	350	\$0.35	\$122.50
2	Large Envelope	52	\$0.64	\$33.28
3	Standard Envelope	12	\$0.10	\$1.20
4	Color Photo Prints	15	\$0.55	\$8.25
5	Standard Mail	4	\$0.55	\$2.20
6	Certified Mail	4	\$5.26	\$21.04
7	Recording Fees	2	\$10.00	\$20.00
8				
9				
			Total B	\$208.47

C. Total Amount of Cost (A1+A2+A3+B):

\$1,546.68

**Code Enforcement Board
Meeting Minutes
February 20, 2025**

A meeting of the Code Enforcement Board of the City of Cocoa was held on Thursday, February 20, 2025 in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

OPENING MATTERS:

Chairman Roberts called the meeting to order at 6:02 P.M. The Board Secretary called the roll.

MEMBERS PRESENT:

Lloyd Roberts	Chairman
Josue Otero	Board Member
Sharri Scott	Board Member
Michael Simpson	Board Member
Melissa Acosta	Board Member
Dik Muller	Board Member
Gloria Weatherspoon	1st Alternate

MEMBERS ABSENT:

George Brown Jr.	Vice Chairman
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OTHERS PRESENT:

Tom Wilkinson	Code Enforcement Manager
Micheal Mack	Code Enforcement Officer
Justin Simpson	Code Enforcement Officer
Jason Brimm	Code Enforcement Officer
Kristin Eick	Board Attorney
Darla Crowl	Recording Secretary
Anthony Marchica	Commander
Mark Baaden	Lieutenant
Pedersen	Police Officer
Ms. Weeks	City Councilwoman – Liaison

The Board Secretary swore in all Staff members giving testimony.

APPROVAL OF AGENDA AND MINUTES:

1. Approval of Agenda: February 20, 2025

Chairman Roberts noted changes to the agenda (Items complied, tabled and withdrawn)

Motion by Vice Chair Otero, seconded by Ms. Acosta, to approve to the agenda of February 20, 2025.
Vote on the motion carried unanimously.

2. Approval of Meeting Minutes: January 16, 2025.

Motion by Mr. Muller, seconded by Mr. Simpson, to approve to the minutes of January 16, 2025. Vote on the motion carried unanimously.

3. Submit to the record of all documents & notices for all cases on the Agenda.

4. Election of Code Enforcement Vice Chairman

Mr. Brown – No votes

Melissa Acosta - No votes

Motion by Mr. Muller, seconded by Mr. Simpson, to nominate Mr. Otero for Vice Chair. Vote on the motion (6-yay) 1-Nay (Ms. Acosta).

CASES:

1. CE-24-311 – 638 Brevard Ave.

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required. and Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store.** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a **one-time fine of two hundred fifty dollars (\$250.00), Chapter 12 Local Business Taxes, Sec. 12-1 (a), (b) Business Tax Receipt Required., to have been in violation Code Appendix A Zoning, Art. XI, Sec. 13 District and Intent – CBD, Central Business District, (C) (6) Special Exceptions, Bar or Lounge, with or without a package store** per day until found in compliance.

Attorney Eick had questions about violation 2 for dates and how long the property owner was given. She also wanted to remind the Board for Business Tax Receipt it is a one- time fee and does not run daily.

Violation (1) Motion by Vice Chairman Otero, seconded by Ms. Acosta, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried unanimously.

Violation (2) Motion by Vice Chairman Otero, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner to have been in violation. Vote on the motion carried unanimously.

2. CE-24-860 – 900 Friday Rd

Code Enforcement Officer Justin Simpson provided an overview of the Case history and presented exhibits for the Board's review. Officer Simpson testified that the Property Owner was in violation of **Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), Permit Required, App. A Art. XV Sec. 2 (a) and Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** of the City Code.

Officer Simpson requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of **two hundred fifty dollars (\$250.00) Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d), two hundred fifty dollars (\$250.00) Exterior Structure (Window, Skylight and Door Frames), Sec. 6-1003 (m) (1) (2), two hundred fifty dollars**

(\$250.00) Permit Required App. A Art. XV Sec. 2 (a) and two hundred fifty dollars (\$250.00) Site Plan Approval Required, App. A Art. XIII Sec. 1 (B) per day until found in compliance.

Benjamin Weismann: attorney for the property owner.

Attorney Eick asked why a site plan is required? Officer Simpson stated that there was not a site plan on file for the work that was being done on the property. The property owner contacted Planning and Zoning about converting the units into apartments. He was told at that time he would need to turn in a site plan if he was going to convert to apartments. Attorney Eick gave the Board Members more information on when a site plan would be required. Chairman Roberts asked about the stop work orders placed on the property. Officer Simpson explained Officer Gonzalez posted stop work orders and several stop work orders were placed on the property which were either taken down or covered up. Attorney Weismann gave his view of the case. Attorney Weismann went through each violation stating why he thought the violations were not valid. Chairman Roberts stated that people do not put up signs for leasing if they don't plan to lease. Attorney Weismann gave pictures and documentation of the property to the Board Members with no dates. More discussion amongst the Board members, staff, City attorney and the property owner's attorney.

The first motion by Mr. Simpson and Vice Chair Otero was withdrawn. The motion passed.

Accum. Of Trash and Litter, Sec. 6-900 (b) (1) (a-d) was found to have been in violation and no fines at this time. **Exterior Structure (Window, Skylight and Door**

Frames), Sec. 6-1003 (m) (1) (2) was found to have been in violation and no fines at this time.

Motion by Vice Chair Otero, seconded by Ms. Scott, to amend Staff's recommendations and find the Property Owner in violation. Vote on the motion carried unanimously.

Permit Required, App. A Art. XV Sec. 2 (a) with a two hundred fifty dollars (\$250.00) and **Site Plan Approval Required, App. A Art. XIII Sec. 1 (B)** was removed with no fines.

Motion by Vice Chair Otero, seconded by Mr. Simpson, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (6-1) Nay Chairman Roberts.

3. CE-24-336 – 1106 Abington St.

Code Enforcement Officer Jason Brimm provided an overview of the Case history and presented exhibits for the Board's review. Code Enforcement Officer Brimm testified that the Property Owner was in violation of **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** of the City Code.

Code Enforcement Officer Brimm requested that the Board find the Property Owner in violation and be given until March 19, 2025 (30 days) to come into compliance or impose a fine of two hundred fifty dollars (\$250.00) **Roofs & Drainage, Ch 6 Sec. 6-1003 (g) and two hundred fifty dollars (\$250.00) Exterior General Condition Ch 6 Sec. 6-1003 (a)(b)(f)(g)** per day until found in compliance.

Chairman Roberts asked what the fees were based on. Officer Brimm referred the question to Manager Wilkinson. Ms. Scott asked about the third violation. Officer Brimm explained two of the violations covered the same type of violation, so he took it off the agenda. More discussion amongst the Board members and staff.

Motion by Ms. Acosta, seconded by Ms. Scott, to approve Staff's recommendation and find the Property Owner in violation. Vote on the motion carried (5-2) (2-Nays – Mr. Simpson and Ms. Weatherspoon)

4. CE-24-417 – 803 Eden St

Complied.

NON-COMPLIANCE:

None

LIEN REDUCTIONS

1. CE-19-01336 – 1043 Olive St

The Code Enforcement Board held a public hearing on **May 20, 2021**, at which time the Board found the owner, **Carol & Alan Bassett** in violation of the following:

- XI.Fail to Secure Struct Ch 6 Sec. 6-900 (b)(7)
- IX.Exterior General Condition Ch 6 Sec. 6-1003 (a)
- IV.Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
- XVI.Maint. of Fences App A Art XIII Sec. 5(g)1-6

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 19, 2021**.

The lien ran at **\$100.00** per day from **June 20,2021** until compliance was achieved on **June 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$110,310.00**.The current owner (Nicholas Critelli), is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **16**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$160,030.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,130.53**

Staff's cost for the fine/lien would be reduced to **\$2,130.53** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Nicholas Critelli, 1043 Olive St.

Mr. Critelli explained that he knew about the violations, but the realtor told him the bank was supposed to fix the violation. Mr. Critelli said he ran into a Code Enforcement Officer in the field which let him know there was a running lien. He stated that if he knew there was still a running lien on the property he would not of purchased. He bought the property in 2021 per Manager Wilkinson. Officer Mack told the Board Members that the property owner came to the office several times to find out about the violations. Officer Mack went out to the property with the property owner to go over the violations. Mr. Critelli worked to get the violations corrected. Vice Chair, Otero asked if there were more pictures. Manager Wilkinson stated this was the picture from today. More discussion amongst the Board members, property owner and staff.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of one thousand eighty dollars and fifty cents (**\$1,080.50**).
Vote: Yay (6) Nay (1) (Ms. Scott) Motion Passed.

2. CE-18-283 – 1049 Olive St.

The Code Enforcement Board held a public hearing on **July 19, 2018**, at which time the Board found the owner, **Migdalina Yomara Cardona** in violation of the following:

IV. Boarded Up Buildings Ch. 6 Sec. 6-900 (b)(5)
Business Tax Receipt Ch. 12 sec 12-1 (a) (b)

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 20, 2018**.

The lien ran at **\$50.00** per day from **August 21, 2018** until compliance was achieved on **December 13, 2023** Code records show onsite inspections were conducted by **Officer Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$97,030.00**. The current owner (GLENDY ADALI BARRIOS) is requesting that the lien be reduced to **admin cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **18**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The current market value of the subject property; the current market value is **\$207,570** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$\$2,374.25**

Staff's cost for the fine/lien would be reduced to **\$2,374.25** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

The property owner was sworn in: Ms. Morales (daughter translating for mother), 1049 Olive St

Ms. Morales (daughter) stated that when they found out about the violations they made sure to correct. Ms. Acosta asked when the property was purchased. The response was 2018. Officer Brimm wanted to let the Board Members know that him and Officer Mack did an inside and out inspection of the property. Officer Mack stated that they were working with Officer Gonzalez on this case. The boards were taken down because the broken windows were replaced. More discussion amongst the Board members, property owner and staff.

Motion by Ms. Weatherspoon, seconded by Mr. Simpson, to amend staff's recommendation to City Council for the lien reduction to be in the amount of one thousand two hundred ninety-three dollars and fifty cents (**\$1,293.50**). Vote: Yay (6) Nay (1) (Ms. Acosta) Motion Passed.

3. CE-17-582 – 312 Belmont Dr

The Code Enforcement Board held a public hearing on **June 21, 2018**, at which time the Board found the owner, **James Yoder** in violation of the following:

XXVIII Roofs & Drainage, Ch 6 Sec 6-1003 (G)
1003(b)

XXVI Protective Treatment Ch 6 Sec 6-

XXXV Weeds, Ch 6 Sec 6-1001 (d)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **August 16, 2018**.

The lien ran at **\$50.00** per day from **July 21, 2018** until compliance was achieved on **December 27, 2024** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$117,550.00**. The current owner (**James Yoder**), is requesting that the lien be reduced to **City's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Three**
- Number of Inspections performed: **20**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$115,580.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,587.16**

Staff's cost for the fine/lien would be reduced to **\$2,587.16** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: James Yoder, 312 Belmont Dr.

Mr. Yoder explained that Code Enforcement let him know that his roof was in bad shape. Mr. Yoder gave more testimony he was not notified there were still violations on the property. He thought his property was in compliance. Vice Chair Otero asked about the weeds on his property and will he maintain the yard. More discussion amongst the Board members, property owner and staff.

Motion by Mr. Simpson, seconded by Ms. Acosta, to amend staff's recommendation to City Council for the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: Yay (6) Nay (1) (Vice Chair Otero) Motion Passed.

5. CE-22-00884 – 3645 Longbow Rd

The Code Enforcement Board held a public hearing on **April 20,2023**, at which time the Board found the owner, **Victora Tucker** in violation of the following:

Accum. Of Trash and Litter Ch 6 Sec. 6-900 (b)(1)a-d

Unsafe structures Ch 6 Sec 6-805 (a-e)

The Code Enforcement Board provided the owner with sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **July 20,2023**.

The lien ran at **\$50.00** per day from **May 20,2023** until compliance was achieved on **March 1, 2024** Code records show onsite inspections were conducted by **Officer Mike Folger and myself**. The case was closed leaving a fine of **\$14,330.00**. The current owner is requesting that the lien be reduced to **city's cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **No**
- Applicant resides at the property: **No**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **6**
- Property Taxes: **Taxes are paid through 2024**
- Other Liens: **Records show no outstanding liens on the property. No water liens**

- **Property Inspection: The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$103,830.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$1,546.68**

Staff's cost for the fine/lien be reduced to **\$1,546.68** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Property owner was sworn in: Kevin Kader, 421 Blue Jacket Ln, Orlando

Manager Wilkinson let the Board Members know that the property owner is planning on selling the property. Mr. Kader stated he bought the property with the lien on the property which he was unaware of. There was a fire at the property prior to him purchasing. Mr. Muller asked at the closing if he was told that the title was clear. Mr. Kader stated it was bought as is and he was not told.

Motion by Ms. Weatherspoon, seconded by Vice Chair Otero, to amend staff's recommendation to City Council the lien reduction be in the amount of one hundred dollars (**\$100.00**). Vote: (7-0) Motion Past.

6. CE-16-00461 – 1235 Holmes St.

The Code Enforcement Board held a public hearing on **May 18, 2017**, at which time the Board found the owner, **Johnny & Lillie Dennis** in violation of the following:

Section 6-1001 (g) Damage Fence
Section 6-1003(b) Protective treatment
Section 6-900 (b) (9) Parking in the grass
Section 6-1001 (d) High Grass and Weeds

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a Non-Compliance Hearing was held on **September 21, 2017**.

The lien ran at **\$100.00** per day from **June 18, 2017** until compliance was achieved on **September 20, 2017** Code records show onsite inspections were conducted by **Officers Steven Murdick, Augusto Gonzalez and Myself**. The case was closed leaving a fine of **\$9,400.00**. The property owner (**Johnny & Lillie Dennis**), is requesting that the lien be reduced to **cost**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; **Yes**
- Applicant resides at the property: **yes**
- The number of violations related to the subject lien; **Four**
- Number of Inspections performed: **15**
- Property Taxes: **Taxes are paid through 2024**

- Other Liens: **Records show no outstanding liens on the property. No water liens**
- Property Inspection: **The property was inspected this morning, February 20, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting**

The current market value of the subject property; the current market value is **\$370,720.00** according to the Brevard County Property Appraiser as a **Single-Family Residence**.

Staff submitted their cost sheet in the amount of **\$2,268.77**

Staff's cost for the fine/lien be reduced to **\$2,268.77** which is the cost of staff to prosecute this case. This reduction is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of the City's Cost.

Motion by Chairman Roberts, seconded by Mr. Simpson, to amend staff's recommendation to City Council the lien reduction be in the amount of zero dollars **(\$0.)**. Vote: (7-0) Motion Passed.

NEW BUSINESS:

None

OTHER BUSINESS:

None

ABATEMENT APPEALS:

None

Manager Announcements:

None

NEXT MEETING:

The next regular meeting of the Code Enforcement Board will be held on March 20, 2025.

ADJOURNMENT:

There being no further business the meeting adjourned at 8:12 PM.

Approved on this _____ day of _____, 2025.

Lloyd Roberts, Chairman

Darla Crawl, Recording Secretary

CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-298
Prepared By: Monica Arsenault, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action: The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 2 Regular member vacancies
- 2 Alternate member vacancies
- 2 Regular member terms expiring May 31, 2025

Code Enforcement Board

- 1 Alternate member vacancy

Police Advisory Board

- 3 Regular member vacancies

Police Pension Board

- 1 Regular member vacancy

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expired January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension Boards: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. The Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:

Interested residents can apply on the City of Cocoa's website at <https://www.cocoaf.fl.gov/119/Vacancies>.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

The City of Cocoa's Open Board Vacancies.

RESOLUTION NO. 2024-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ESTABLISHING A BOARD APPOINTMENT POLICY AND PROCEDURE FOR THE CITY COUNCIL TO UTILIZE WHEN MAKING APPOINTMENTS TO CITY BOARDS AND COMMITTEES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 2-58 of the Code of Ordinances of the City of Cocoa provides uniform procedures and requirements for establishing and/or abolishing boards and committees, appointing and removing members thereof, and conducting board and committee business; and

WHEREAS, the City Council of the City of Cocoa has established multiple boards and committees pursuant to the authority granted to the Council in Section 2-58 which serve to assist the City Council with tasks critical to efficient administration of City government and to provide members of the public with an opportunity to serve their community; and

WHEREAS, Section 2-58(e) of the Code of Ordinances provides that “all persons shall be appointed to, and removed from city boards and committees by majority vote of the city council,” and shall “serve at the pleasure of the city council;” and

WHEREAS, the City Council desires, via this Resolution, to create a uniform procedure which the City Council shall follow when appointing members to serve on City boards and/or committees; and

WHEREAS, providing a standardized board appointment process will serve to enhance the public’s confidence in the municipal services delegated to, and performed by, City boards and committees and to ensure that decisions of boards and committees are in the best interests of the City; and

WHEREAS, nothing in this Resolution is intended to supersede or conflict with Section 2-58 of the City Code and is merely intended to supplement the uniform procedures codified in such section; and

WHEREAS, this Resolution shall not apply to nor govern the process for filling vacancies on the City Council, which is addressed in Article III, Section 10 of the City Charter; and

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

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

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

Section 2. **Establishment of Board and Committee Appointment Process.**

BOARD AND COMMITTEE APPOINTMENT PROCESS

1. Board and Committee Member End-of-Term and Vacancy Procedures; Reappointment.

- a. The City Clerk shall notify the City Manager of the impending expiration of an appointment term for a currently serving board or committee member at least ninety (90) days prior to such expiration of their term or upon receiving a written resignation notice from a currently serving board or committee member.
- b. The vacancy or potential vacancy shall be advertised to the public by posting a notification of such vacancy on the City's website, social media, and newsletter, and by such other means directed by the City Manager. Such advertisement shall invite the public to apply for membership on the Board or Committee. Alternate members of the Board or Committee shall also be extended an invitation to apply for the vacancy.
- c. If a Board or Committee Member's term is expiring, they will be invited to apply for reappointment. Board and Committee members shall be informed that the Code of Ordinances, Section 2-58(f), provides that no board or committee member shall serve more than three (3) consecutive full terms on the same board or committee. However, the City Council has reserved the right to waive the term limitation set forth in Section 2-58(f) 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 applying for reappointment shall be considered for reappointment in accordance with Section 3 below and amongst other candidates that have applied for the seat, if any.
- d. Persons wishing to be considered for appointment to a City board or committee must submit an online application for appointment to the City Clerk's Office no later than thirty (30) calendar days after the vacancy or potential vacancy is advertised. Vacancy advertisements may be extended at the discretion of the City Manager. Application assistance is available through the City Clerk's Office by phone (321) 433-8480 or email cityclerk@cocoafl.gov.
- e. The City Clerk's Office shall review the applications, assess applicants' qualifications for the position to which they have applied in accordance with Section 2-58 of the Code of Ordinances, and conduct background checks of each applicant upon receipt.

- f. The City Council shall consider applicants for the seat at its next regularly scheduled meeting following the closing of the period for acceptance of applications and the completion of the investigation into the qualifications of the applicants and shall vote to appoint or reappoint a member either (1) immediately for a currently vacant seat; or (2) effective upon the expiration of the term of the currently serving member for an upcoming vacancy on the board or committee. The City Clerk shall attempt to schedule consideration of the appointment no later than the first City Council meeting of the month prior to the term expiration to ensure seats will be filled.
- g. Appointees approved by the City Council will assume their Board Member or Committee Member positions and responsibilities immediately upon the expiration of the incumbent Member's term, or immediately for the remainder of the term if the seat has an unexpired term and is vacant.
- h. Reappointments may be made in accordance with Section 3 below.

2. Qualification of Board and Committee Members and Factors to be Considered during Appointment

- a. All board and committee members must meet the requirements of Section 2-58(c) of the City of Cocoa Code of Ordinances, as may be amended from time to time. Any person nominated, elected, or appointed to serve on a board or committee of the City shall satisfy the following requirements, except as otherwise provided by state or federal law:
 - i. Applicants must complete an application as prescribed by the City Council;
 - ii. Applicants must consent to a standard criminal background check;
 - iii. Applicants must be a resident or owner of real property, and a registered voter as defined in Section 2-58 of the City Code unless the City Council by unanimous vote waives this requirement upon a determination that a vacancy on a board or committee must be filled by a person with specialized skills and training and a resident or owner of real property and who is a registered voter with such skills and training cannot be reasonably found to fill the vacancy. If said requirement is waived, the vacancy shall only be filled by a person who is a resident or an owner of real property within the city; and
 - iv. Applicants must never have been convicted or found guilty, regardless of adjudication, of a felony in any jurisdiction, any plea of nolo contendere shall be considered a conviction for purposes of this paragraph, unless civil rights have been restored.
 - v. Any other requirements imposed by state law applicable to a board or committee.
- b. All applicants shall abide by and be subject to the provisions of Chapter 112, Florida Statutes, Part III, pertaining to the Code of Ethics for Public Officers and Employees, and shall meet any requirements set forth therein.
- c. City employees shall not be permitted to apply to Boards or Committees unless otherwise approved by the City Manager.

- d. The City Council shall take into consideration general qualifications in analyzing an applicants' fitness for a particular board or committee appointment. General qualifications for the City Council to consider when reviewing applicants shall include, but not be limited to, the following:
 - i. Whether applicant has relevant expertise related to the purpose and function of the board or committee.
 - ii. Whether the applicant is interested in serving their community.
 - iii. The applicant's professional business experience, including but not limited to their degree of involvement in managing a business or other corporate entity.
 - iv. Applicant's willingness to perform all board or committee member responsibilities and duties.
 - v. Applicant's ability to commit the time necessary to fulfill such duties and responsibilities required of board or committee members, including attending scheduled meetings.
 - vi. Applicant's knowledge of the respective roles of the City Council and board or committee members, and knowledge of the general operation of the City.
 - vii. The applicant's personal integrity, character, intelligence, and ability to work well with others.
 - viii. Geographic diversity of the Board with respect to residency in each of the single member voting districts.
 - ix. Whether the Applicant already serves on another Board or Committee. In some cases, such as where the Boards or Committees possess final decisionmaking authority, appointment on two Board or Committees will be prohibited.

3. Reappointment Process for Board and Committee Members

- a. All Board Members shall serve terms as outlined in the Code of Ordinances, Section 2-58. Members who have not exceeded their maximum allowable number of terms may be reappointed by the City Council and will be considered along with any new applicants who have applied for the position. Factors to be considered in the reappointment include, but are not limited to, the following:
 - i. The member's satisfaction of the general qualifications under Section 2.
 - ii. The demonstrated ability of the member to work collaboratively with the City Staff and the City Council to further the goals and tasks of the City of Cocoa.
 - iii. The overall performance and level of commitment by the member to the board or committee on which they serve.

4. Voting on Appointments by Ballot

- a. In circumstances where there are more applicants for membership on a board or committee than there are vacancies for that board or committee, the City Council

shall vote by ballot to choose the next member or members of said board or committee.

b. Process for Voting by Ballot:

- i. The City Clerk shall create ballots, one for each City Councilmember, which contain the names of all board/committee applicants and a space for Councilmembers to rank said applicants.
- ii. At the public meeting at which the Council will appoint board or committee members, during the section of the agenda where appointment is to take place, the Clerk shall provide the Councilmembers with the ballots.
- iii. Councilmembers shall, on their ballots, write their name and indicate the order in which they prefer all applicants, placing the numeral 1 beside their first preference, the numeral 2 beside their second preference, and so on for every possible choice.
- iv. Once all Councilmembers have completed their ballots, the Clerk shall collect all ballots and tally the votes for each applicant. The City Clerk shall announce the applicant with the lowest number of points, who shall be appointed to the seat. If there are multiple seats open, the applicant with the second lowest number of points shall be appointed as well, and so on. If multiple seats are open with different term lengths, the applicant with the lowest number of points shall be appointed to the seat with the longest term, the applicant with the second lowest number of points shall be appointed to the seat with the second longest term, and so on.
- v. The applicants selected in accordance with the ballot voting procedure shall be appointed to the vacant board or committee seat by motion of the City Council.

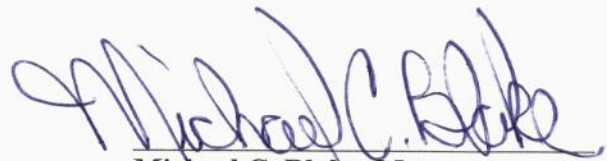
- c. The process of voting by ballot herein adopted supersedes the procedure for appointments of boards and committees established in Resolution 2013-99 of the City Council Rules of Procedure, Article XII, Section A.

Section 3. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of the conflict.

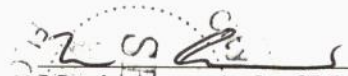
Section 4. **Severability.** If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding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

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

ADOPTED in a Regular Meeting of the City Council of the City of Cocoa, Florida, this 4th day of June, 2024.


Michael C. Blake, Mayor

ATTEST:


Monica Arsenault, CMC, City Clerk



CITY COUNCIL AGENDA ITEM

Memo Date: April 8, 2025
Agenda Date: April 8, 2025
File ID: 2025-300
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action: Bi-Weekly Report for March 13, 2025 - April 3, 2025.

BACKGROUND:

N/A

PRIORITY AREA CONNECTION:

Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Bi-Weekly Report for March 13, 2025 - April 3, 2025.



Office of the City Manager

65 Stone Street • Cocoa, FL 32922

PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: March 13 – April 3, 2025

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 4 received/ 4 closed out - \$0 collected in fees
- Employment opportunities link: <https://www.governmentjobs.com/careers/cocoafl>
- New employees
 - Jorge Tinti – Industrial Electrician II, Utilities/Dyal Plant, March 17, 2025
 - Steven Toomata – Utility Mechanic I, Utilities/Water Field Operations, March 17, 2025
 - James Walker – Meter Reader, Finance/Field Services, March 17, 2025
 - Christopher Wiggins – Maintenance Worker I, Utilities/Water Field Operations, March 17, 2025
 - Daniel Hernandez – Police Officer Trainee, Police/Administration, March 31, 2025
 - Mary Howard – Dispatcher/Communications Officer, Police/Communications, March 31, 2025
 - Mariah Hudec – Dispatcher/Communications Officer, Police/Communications, March 31, 2025
 - Peter Johnson – Utility Field Service Representative, Finance/Field Services, March 31, 2025
 - Carly Rosas – Police Officer, Police/Administration, March 31, 2025
- Recent promotions

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- N/A
- Upcoming retirements
 - Terry Brizendine – Field Inspector II, Utilities/Engineering, May 2, 2025 – 11 Years of Service

Communication and Economic Development

- Media Stories:
 - LOOK INSIDE: Space Coast's Newest Multi-Family Housing Development in Cocoa, Cirrus
 - Cocoa moves forward on septic-to-sewer conversion along Indian River Drive
 - Critical infrastructure relies on 'whole-of-state' information sharing, says report
 - Cocoa Police Department Promotes Agent Ben Erskine to Sergeant
 - Cocoa Police to Host 2nd Annual Chief's Breakfast April 29 at Cocoa Civic Center
- New News Releases:
- Upcoming Events:
 - Cocoa's Arbor Day Plant Market and Trash Bash event, Saturday, April 5, 2025, 10am-2pm, Riverfront Park
 - Citizens Academy Graduation, Tuesday, April 22, 2025, 6pm, Council Chambers
- Social media/e-newsletter statistics
 - Facebook
 - Post reach: 10,498
 - Post engagement: 1,076
 - Followers: 16,745
 - Twitter
 - Followers: 3,628
 - LinkedIn
 - Post impressions: 807
 - Followers: 1,377
 - NextDoor
 - Impressions: 512
 - Members: 5,839
 - February e-newsletter (Sent 2/7/25)
 - Sent to 784 contacts
 - 51% open rate (average open rate for e-mail marketing in 2024 is 20%)
 - March e-newsletter (Sent 3/7/25)
 - Sent to 791 contacts
 - 46% open rate (average open rate for e-mail marketing in 2024 is 20%)
 - Next printed FYI Newsletter mails April 1, 2025.
- Upcoming special events at Leisure Services facilities:
 - **The Village Idiot Annual Spring Street Party**
 - March 28, 2025, 6-10pm
 - Riverfront Park
 - **Rescue Rebels and Tails at the Barkery present Spring Tails in the Village**
 - March 30, 2025, 10am-3pm

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- Myrt Tharpe Square Gazebo
- **AEG Southeast presents Violent Femmes in Concert**
 - April 3, 2025, 6-10pm
 - Riverfront Park
- **HCVMS and Hello Again Books Annual Cocoa Village Book Fest**
 - April 5, 2025, 10a-3pm
 - Myrt Tharpe Square Gazebo

Community Services – update 2/20/25

- New businesses –February 6-20, 2025

Commercial Business Name / DBA	Physical Address	# FT Emp loye es	# Pt Empl oyees	Cou ncil Dist rict	Description
Hidden Level Brewery, LLC	238 Peachtree Street, 32922	2	1	1	Micro Brewery & Tap Room
Community Veterinary Services (Pet IQ)	801 Dixon Blvd #100 32922	0	3	2	Vet services inside Tractor Supply 1 x monthly
Retro Gaming Museum LLC	1515 N Cocoa Blvd # 105 - 108	4	0	2	Retail Gift Shop Video Game Museum
S1 Retail Group LLC, DBA Pricemark	801 Dixon Blvd # 1102, 32922	8	2	2	Retail Discount Store
Home Business BTR	Physical Address	# FT Emp loye es	# PT Empl oyees	Cou ncil Dist rict	Description
Barrios Lawn & Landscaping LLC	1108 Cypress Lane, 32922	0	0	2	Landscaping
Savage Joi, LLC	275 Dryden Circle, 32926	0	0	3	Entertainment Group for Hire

February 6 – 20: building inspections – 199

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February 6 – 20: building permits issued – 126

Finance

The accounting staff has completed the annual financial audit. The financial statements have been issued with an unmodified opinion.

Work continues on the FY26 budget. A kickoff meeting was held & CIP submittals are due soon. The position request deadline has passed & position requests will be routed through budget & HR for review & presented to the City Manager for consideration in the FY26 budget.

Fire Department

- Staff attended CPSE (Center for Public Safety Excellence) conference for professional credentialing
- Strategic Plan has been submitted as an agenda item for presentation and adoption for 4/22 meeting
- Total calls for service March 13 through April 3: 308 calls with 199 of those calls being calls for service for emergency medical assistance/transport.

Information Technology

- Project updates/highlights
 - Upgraded Hardware procured for CH Hosts
 - UCP Operational for deployment
 - Valencia College intern continues assignment in IT
- Helpdesk stats as of 9/20/2024
 - 151 open helpdesk tickets
 - 498 new tickets opened in last 30 days
 - 462 tickets closed/resolved in last 30 days
 - 5359 tickets opened in last 365 days

Police Department Updated 1/24/25-2/6/25

- Activity/Event highlights
 - Sworn in Officer Ortega on 1/30/25
- New project/training updates
 - 2 officers attended Crossing Guard Training 1/30
- Chief's walk highlights
 - District 1 near Derby St and Brevard St 2/5
- Community engagement highlights/events
 - Attending Boys and Girls Club meeting on 2/4/25

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- MLK Peace March 1/20/25
- Call stats-Crime Stats: January 1, 2025 - February 3, 2025 (For comparison purposes January 1, 2024-February 3, 2024, data is also included)
 - Property Crimes Offenses have decreased by 32%.
 - Violent Crime Offenses decreased by 40%
 - Overall, crime offenses have decreased by 34%.
- Code Enforcement stats/highlights/Activity:

Code Enforcement stats/highlights/Activity:

January 1, 2025-February 06, 2025

Active Cases	66
Complied Cases	15
Code Board Cases scheduled	6
Snipe Signs Pulled	78

Highlights:

- **Working on Outstanding Business Tax Receipts.**
- **Working on increased lien reduction requests as a result of compliance being achieved and PD Assist calls – public health/safety.**
- **Working to resolving Homeless camps & blighted vacant lots on US-1.**

Other Mention

- **Training new Code Officers.**
- **Scheduled February 13, 2025, Code Enforcement Board Workshop**

Public Works

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- Major project updates
 - Fiske and Broadmoor Acres – Under Construction
 - Lee Wenner Park Parking Lot Improvements Project – Under Construction
- Work order stats (received/closed)
 - 123 received
 - 109 closed
 - Residential Bulk Green Waste Requests This Period: 119
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
 - FDOT
 - SR 524 PD&E Study (437983-1) – In Progress
 - SR 501 Safety Project (447085-1) – Under Construction
 - SR 528 Widening and Reconstruction (407402-3) – In Design
 - SR 520 Safety Project Cox to Aurora (445689-1) - Under Construction
 - SR 520 Safety Project Aurora to Causeway (442885-1) - Under Construction
 - Brightline/FEC
 - SCTPO wrapping up the Intermodal Station Feasibility Study.
 - RCE Grant Application – 4 quadrant gates at W. Highland crossing – Submitted by SCTPO.

Utilities

- Capital Project Updates: <https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects>
- Operations – September
 - WFO Issued Work Orders – 1,097
 - WFO Completed Work Orders – 970
 - Hydrants Flushed – 474
 - Valves Exercised – 13
 - Utility Locate Requests – 2,360
 - SFO Issued Work Orders – 121
 - SFO Completed Work Orders – 84

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