Agenda
City of Cocoa
Regular Meeting

July 22, 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 July 22, 2025.
2. Minutes: Regular Meeting of May 13, 2025.

III. Awards and Presentations:

1. Presentation of the City of Cocoa's 2025 "Cocoa Works" Summer Youth Employment Program.
2. Presentation by EXP US Services on the Vulnerability Assessment Grant. Presentation is required as part of the public presentation for the grant deliverables and to finalize the document which will be presented to Council in August.

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. Approval of Task Order 2025-14 with Carollo Engineers, Inc. Orlando, Florida, in the amount of $624,009.18 for the SCADA Migration Project at the Jerry Sellers Water Reclamation Facility.

2. To Approve Task Order 2025-13 to Continuing Professional Services Agreement Q-23-13-COC with Carollo Engineers, Inc. in the amount of $296,345.94 for Design, Permitting, and Bidding Services for the Jerry Sellers Aeration Blowers Replacement Project (WS25AB).

3. Announcement of Mayor Blake, Deputy Mayor Weeks, Councilmember Koss, Councilmember Hearn, and Councilmember Goins to Attend the Florida League of Cities Annual Conference from August 13 - August 16, 2025.

4. Travel Authorization for Planning Officials Training Workshop for Councilwoman Koss.

5. Correction to the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing.

VI. Public Hearings:

1. Approve Resolution No. 2025-045, Establishing the Rolled-Back Rate, and Approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2026 Budget. It is also recommended that the City Manager be instructed to complete the Florida Department of Revenue’s Certifications of Taxable Value, Forms DR-420.

2. Conduct the Final public hearing on the proposed FY2025/2026 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

3. PZ 23-02800005: 430 Brevard Mixed Use Development Agreement and Concept Plan.

4. Second Reading of Ordinance 04-2025 Alcoholic Beverage Ordinance Amendment.

5. Pass on First Reading of Ordinance 07-2025 to adopt the updated Redevelopment Plan for the Cocoa Community Redevelopment Agency.

6. Pass on First Reading of Ordinance 08-2025 to adopt the updated Redevelopment Plan for the Diamond Square Community Redevelopment Agency.

VII. Council Business:

1. The property owner (Tim Levensaler) is requesting a reduction of the current Code Enforcement lien of $24,010.00, on the property located at 213 Factory St. reference Code case # CE22-475, be reduced to the amount of the City's cost.

2. The property owner (Fair Price Properties) is requesting a reduction of the current Code Enforcement lien of $39,620.00, on the property located at 309 Georgia Ave. reference Code case # CE23-0064, be reduced to the amount of $1,000.

3. Provide Direction for a Task Order to Design and Permit a Trailhead with parking to Cocoa Conservation Area off of Cox Road with Myra Planning and Design LLC. No budgetary action is needed at this point. If approved, provide a funding source and authorize the City Manager to execute the Task Order Agreement and the budget transfer.

4. Utilities Advisory Board Discussion

VIII. City Business:

1. Authorize City Staff to Apply for the National Fitness Challenge (NFC) Grant.

IX. Informational Agenda:

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

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

3. FY 2025 June Budget Adjustment Report

4. Informational Only - The City of Cocoa's Open Board Vacancies.

5. Bi-Weekly Report for July 3, 2025 - July 17, 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@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

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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.

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CITY COUNCIL AGENDA ITEM

Memo Date:	June 20, 2025
Agenda Date:	July 22, 2025
File ID:	2025-570
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the agenda for the July 22, 2025 Regular City Council meeting as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the agenda for the July 22, 2025 Regular City Council meeting as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

July 22, 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 July 22, 2025. (2025-570).
2. Minutes: Regular Meeting of May 13, 2025. (2025-571).

III. Awards and Presentations:

1. Presentation of the City of Cocoa's 2025 "Cocoa Works" Summer Youth Employment Program. (2025-701). (Human Resources Director)
2. Presentation by EXP US Services on the Vulnerability Assessment Grant. Presentation is required as part of the public presentation for the grant deliverables and to finalize the document which will be presented to Council in August. (2025-692). (Community Services Director)

IV. Delegations:

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V. Consent Agenda:

1. Approval of Task Order 2025-14 with Carollo Engineers, Inc. Orlando, Florida, in the amount of $624,009.18 for the SCADA Migration Project at the Jerry Sellers Water Reclamation Facility. (2025-613). (Utilities Director)

2. To Approve Task Order 2025-13 to Continuing Professional Services Agreement Q-23-13-COC with Carollo Engineers, Inc. in the amount of $296,345.94 for Design, Permitting, and Bidding Services for the Jerry Sellers Aeration Blowers Replacement Project (WS25AB). (2025-630). (Utilities Director)

3. Announcement of Mayor Blake, Deputy Mayor Weeks, Councilmember Koss, Councilmember Hearn, and Councilmember Goins to Attend the Florida League of Cities Annual Conference from August 14 - August 16, 2025. (2025-632). (City Clerk)

4. Travel Authorization for Planning Officials Training Workshop for Councilwoman Koss. (2025-700). (City Clerk)

5. Correction to the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing. (2025-717). (Community Services Director)

VI. Public Hearings:

1. Approve Resolution No. 2025-045, Establishing the Rolled-Back Rate, and Approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2026 Budget. It is also recommended that the City Manager be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420. (2025-584). (Finance Director)

2. Conduct the Final public hearing on the proposed FY2025/2026 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements. (2025-591). (Community Services Director)

3. PZ 23-02800005: 430 Brevard Mixed Use Development Agreement and Concept Plan. (2025-606). (Planner)

4. Second Reading of Ordinance 04-2025 Alcoholic Beverage Ordinance Amendment. (2025-639). (Planner)

5. Pass on First Reading of Ordinance XX-2025 to adopt the updated Redevelopment Plan for the Cocoa Community Redevelopment Agency. (2025-690). (Community Services Director)

6. Pass on First Reading of Ordinance XX-2025 to adopt the updated Redevelopment Plan for the Diamond Square Community Redevelopment Agency. (2025-691). (Community Services Director)

VII. Council Business:

1. The property owner (Tim Levensaler) is requesting a reduction of the current Code Enforcement lien of $24,010.00, on the property located at 213 Factory St. reference Code case # CE22-475, be reduced to the amount of the City's cost. (2025-687). (Community Services Director)

2. The property owner (Fair Price Properties) is requesting a reduction of the current Code Enforcement lien of $39,620.00, on the property located at 309 Georgia Ave. reference Code case # CE23-0064, be reduced to the amount of $1,000. (2025-688). (Community Services Director)

3. Provide Direction for a Task Order to Design and Permit a Trailhead with parking to Cocoa Conservation Area off of Cox Road with Myra Planning and Design LLC. No budgetary action is needed at this point. If approved, provide a funding source and authorize the City Manager to execute the Task Order Agreement and the budget transfer. (2025-615). (Public Works Director)

4. Utilities Advisory Board Discussion. (2025-712). (City Manager)

VIII. City Business:

1. Authorize City Staff to Apply for the National Fitness Challenge (NFC) Grant. (2025-713). (City Manager)

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (2025-634). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager’s spending authority. (2025-635). (Finance Director)

3. FY 2025 June Budget Adjustment Report. (2025-636). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-704). (City Clerk)

5. Bi-Weekly Report for July 3, 2025 - July 17, 2025. (2025-705). (City Manager)

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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CITY COUNCIL AGENDA ITEM

Memo Date:	June 20, 2025
Agenda Date:	July 22, 2025
File ID:	2025-571
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the May 13, 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 May 13, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

May 13, 2025

A Regular City Council Meeting was held on Tuesday, May 13, 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 6:00 p.m.

Deacon Austin provided the invocation, and Chief Lamm led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

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

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abby Morgan, Public Works Director; Lora Howell, Deputy Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Samantha Senger, Communications and Economic Development Director; Tammy Gemmati,

Administrative Services Director; Robert Beach, Chief Technology Officer; Megan Crutcher, Helpdesk Support Tech; Dalyn Sims, Helpdesk Support Tech; Tiffany Bonadio, Fire Admin Coordinator; Gail Bantugan, Leisure Services Manager; Lashedra Turner, Office Assistant; and NeoDasha Harris, Event Coordinator.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 13, 2025. (2025-269).

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the agenda for the Regular City Council meeting of May 13, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Special Meeting of March 4, 2025. (2025-270).

3. Minutes: (b) Special Meeting of March 18, 2025. (2025-446).

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Weeks to approve the minutes for the Special City Council meetings of March 4, 2025 and March 18, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. National Public Works Appreciation Week Proclamation. (2025-347). (Public Works Director)

Deputy Mayor Weeks read a proclamation into the record recognizing National Public Works Appreciation Week.

2. National Police Week Proclamation. (2025-356). (Police Chief)

Chief Collier read a proclamation recognizing National Police Week into the record.

3. Trash Bash Awards Presentation. (2025-359). (Comm. & Economic Dev. Director)

John Nico, Executive Director of Keep Brevard Beautiful, presented the City of Cocoa with an award for their collection of trash during the 2025 Trash Bash event. He, along with Ms. Harris, announced that the City of Cocoa came in first place for trash collection and also for the most amount of volunteers to show up.

4. EMS Week Proclamation. (2025-371). (Fire Chief)

Chief Lamm read a proclamation recognizing EMS week into the record.

5. Cocoa Police Foundation Presentation. (2025-456). (Pam Shaia)

Ms. Shaia shared a video on behalf of the Cocoa Police Department, showing all of the good things they have been doing.

IV. Delegations:

J.B. Dennis, 3710 Catalina Dr., Brevard County, talked about corruption and fraud. He wished to complain about an agreement he made with the City regarding his water account. He stated that the City is in violation of that agreement and he now has a class action. He advised the City Attorney that he has ten days to respond.

Linda Dolphin, 2100 N. Indian River Dr., Cocoa, requested that Council vote to amend the February 25, 2025 City Council meeting because she felt that pertinent information was left out. She also made a request to have information included in the April 8, 2025 meeting minutes and hopes to see it in there when they are ready for approval.

V. Consent Agenda:

1. Approve Kimley Horn Task Order # 2025-11 to Design and Permit London Ditch piping under the existing Continuing Services Agreement Q-23-01-COC in the amount of $84,320. Approve BAF # 25-053-T. (2025-348). (Public Works Director)

2. Approve construction agreement with Ovation Construction Inc. piggybacking Sourcewell Contract FL-R4-GC-092524-OCC in the amount of $109,184.08 for the Police Department Bathroom Room Renovations. Approve BAF#25-059-T. (2025-410). (Police Chief)

3. Approve Settlement Agreement in the case City of Cocoa v. Brandes Design-Build Inc., et al., Case No. 2020-CA-033989, in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida. (2025-411). (City Manager)

4. Approve Interlocal Agreement for Creation of Metropolitan Planning Organization. (2025-423). (Public Works Director)

5. Approve the Purchase of a Petersen Lighting Load Claw Truck Utilizing Sourcewell Cooperative Contract 040621-PII. Approve a Resolution Amending the FY25 Budget, Inter-fund Transfer from Stormwater to General Fund, BAF# 2025-017-IFT, in the amount of $219,023. (2025-433). (Public Works Director)

6. PZ 25-02800001 Michael C. Blake Subdivision – Lennar Homes Development Agreement for Affordable Housing and Purchase and Sale Agreement (Correction). (2025-435). (Planner/City Manager)

7. Approve a Piggyback Agreement with Hydromax USA to Assess a Select Number of Valves Utilizing the Marion County Contract No. ITB-25B-040 Effective through January 31, 2028; To Authorize the City Manager to Execute Any Annual Renewals or Amendments and to approve issuance of a purchase order to Hydromax USA for these services not to exceed $85,244.50. (2025-353). (Utilities Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. Approve Ordinance No. 03-2025 on first reading, amending Section 22-5 and creating Section 22 -5.2 of the City Code to update the City's Mandatory Sewer Hookup Policy and authorize sewer system connection requirements following expansion projects To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (2025-432). (City Manager/City Attorney)

Councilmember Koss stated that at this time she would like to recuse herself[1] as she resides directly in the area that will be affected by this project.

City Attorney Garganese announced that this is the First Reading of Ordinance No. 03-2025 and read the title into the record as follows:

Ordinance No. 03-2025

[1] Voting Form 8B – Councilwoman Koss

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CREATING A NEW SECTION 22-5.2 OF THE CITY CODE AUTHORIZING THE CITY COUNCIL TO REQUIRE A PROPERTY OWNER TO DISCONTINUE AND REMOVE AN EXISTING FUNCTIONING SEPTIC TANK OR OTHER EXISTING FUNCTIONING ONSITE SEWERAGE TREATMENT OR DISPOSAL SYSTEM AND CONNECT TO THE CITY'S SEWER SYSTEM IN CONJUNCTION WITH A CITY SEWER LINE EXPANSION PROJECT THAT THE CITY COUNCIL DEEMS FINANCIALLY AND PRACTICALLY FEASIBLE TO CONSTRUCT IN THE BEST INTERESTS OF THE PUBLIC; AMENDING SECTION 22-5 OF THE CITY CODE CLARIFYING THE CONNECTION CONDITIONS THAT GENERALLY APPLY WHEN EXISTING RESIDENTIAL HOUSES, BUILDINGS OR PROPERTIES WITH EXISTING PROPERLY FUNCTIONING SEPTIC TANKS OR OTHER EXISTING PROPERLY FUNCTIONING ONSITE SEWERAGE TREATMENT OR DISPOSAL SYSTEMS MUST CONNECT TO AN AVAILABLE PUBLIC SANITARY SEWER OF THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Councilmember Goins asked the City Attorney to expound on the legalities of the Ordinance. In response, City Attorney Garganese talked about the details of the Ordinance and spoke in regard to the City's ability to enforce the hook up.

Deputy Mayor Weeks asked if this ordinance is specific to the J&K project. In response, City Attorney Garganese shared that it is not specific to the J&K project, but can be applied to the project later on.

Additionally, Deputy Mayor Weeks asked if the City Attorney is aware of any other municipalities that have done something similar to this. She added that she is asking because she is aware of other municipalities, specifically the County, who did not pass an ordinance such as this one prior to the project.

City Attorney Garganese also clarified that this ordinance does not require Council to assess any costs at this time.

Mayor Blake opened the Hearing to the public.

Judi Ahern, 1033 N. Indian River Dr., Cocoa, is here to support the Council and is hopeful they will pass this ordinance. She is hopeful that there will be grant money to cover the costs of the project. She shared that she had a few questions about the costs and the grants but she understands that tonight is simply to address the ordinance.

Bill Riddle, 2130 Indian River Dr., Cocoa, is concerned that the City Attorney did not have an answer to the question that was posed about what other municipalities have done this. He feels this is a good question that needs an answer. Additionally, he has

questions regarding the study that was done, specifically regarding nitrogen levels. He also has concerns about who will be responsible for the cost overruns of the project. He would like to see Council come up with a compromise with the citizens.

Lawrence Koss, Indian River Dr., Cocoa, spoke about the motion that was made at the February 25, 2025 meeting and while he thanks the Council for moving the project forward, he would like to request that they rescind the condition they made with their motion that requires the 88 home owners to pay any cost overruns.

Xavier Rivera, 2131 Indian River Dr., Cocoa, would like to request that Council rescind their motion completely. He stated that the City is basically asking these homeowners to sign a blank check. He talked about financial hardship and feels this is a heavy risk to take. Additionally, this is not a shared responsibility, and he feels targeted. He supports the project but does not think that putting financial responsibility on the homeowners is the right thing to do.

Astrid Heard, 861 N. Indian River Dr., Cocoa, concurs with the comments that were made about cost overruns. She also has a problem with the transparency of the ordinance. She asked for a copy of the ordinance well in advance but was told that the ordinance would not be available until Friday, May 9th when the agenda was to be published. Furthermore, once she did get a chance to look at it, she found it to be very confusing. She referred to several sections of the ordinance and shared her concerns and questions.

Jeanne Day, 855 N. Indian River Dr., Cocoa, shared she is a homeowner that lives in the J&K area and has a perfectly functioning septic tank. She has several questions and concerns and would like Council to wait until they have the numbers. She would like to request that Council delay their vote until such a time that they know what financial impact this will have on the homeowners.

Additionally, she would like Council to consider the fact that there is language in the ordinance that essentially states that the homeowners will be required to hook up to sewer and pay to have their septic tanks removed from their yards. She reiterated her request for Council to delay their vote.

Sandie Aguinaga, 2124 N. Indian River Dr., Cocoa, asked Council to rescind their initial vote, placing the unknown financial responsibility on families. She is supportive of the project and cares deeply about the lagoon but the health of the lagoon is a benefit to the entire community, not just the eighty-eight homes in the J&K area.

Gary Aguinaga, 2124 N. Indian River Dr., Cocoa, reiterated his wife’s sentiments and shared that the Council seems to be downplaying the ordinance. He would like Council

to take this opportunity to get things right. Any well managed project should not have any overruns, but if it does, that cost should be shared by the beneficiaries, which he feels have already been defined in the ordinance.

Margaret Goudelock, 1808 Manor Dr., Cocoa, thanked the City Manager for meeting with citizens to answer questions. She also pointed out that the City has created a webpage directly related to the J&K project and found that to be very helpful. Additionally, she would like Council to get the money put together before they start this project.

Johnnie Naumman, 1605 N. Indian River Dr., Cocoa, has lived there for several years and has enjoyed many years on the water. She has worked to support the lagoon over many years. She talked about the cost overruns and grant money that could be obtained. She believes that the entire community benefits from the lagoon and the cost should be shared, and not simply placed on the eighty-eight homeowners.

Aurora Ramirez, 2600 N. Indian River Dr., Cocoa, talked about grant money and the importance of sharing the responsibility equitably. She talked about fairness, transparency and shared responsibility. While well intended, she feels that this ordinance raises several concerns. Key decisions have been made without any explanations or community engagement. She asked Council to consider rescinding their initial vote.

Frank Sullivan, 1705 N. Indian River Dr., Cocoa, shared that this feels like Council is relunctantly giving the citizens the J&K project, but will make them pay dearly for it. He does not think this is fair. He talked about Florida legislature and asked Council to go out for grants and do this project right. He would like Council to rescind their initial vote which places financial responsibility on the homeowners.

Robert Wood, 2123 N. Indian River Dr., Cocoa, talked about fairness and would like to be a shareholder if the City is going to be collecting funds from the homeowners since they will be the ones paying for the infrastructure. He feels that there are other ways for the City to fund this project instead of placing the financial burden on the homeowners.

Todd Riggs, 1629 N. Indian River Dr., Cocoa, would like to ask Council to rescind their initial vote. They do not want to stop the project; they would simply like to share the cost with the rest of the City who will benefit from this. He is asking Council to fix the framework of the ordinance and feels that they have not been provided all of the facts. He asked Council to delay their vote tonight until they have all of the information.

Jennifer Riggs, 1629 N. Indian River Dr., Cocoa, reiterated her husband's sentiments. She agrees that the framework is crooked and needs to be fixed. Council has not received all of the information and they have been misled. She would like the City to go out for all of the bids available and solve this problem together as a group. She thanked Council for their hard work.

Scott Denninghoff, 1717 N. Indian River Dr., Cocoa, wished to re-emphasize the comments that were made about the placement of this financial hardship and would like Council to consider taking that stipulation off of their initial vote.

Kathryn Denninghoff, 1717 N. Indian River Dr., Cocoa, pointed out that the health of the lagoon affects all of Cocoa's residents and feels the cost should be shared. She spoke about the process of buying their home and what was relayed by their realtor. She asked Council to put themselves in their shoes and what they would have done if they were looking to buy a house and were told that they may be responsible for up to one hundred percent of cost overruns for this project. Most people would probably consider this a deal breaker. She asked Council to re-consider their vote.

Judy Spears, 2630 N. Indian River Dr., Cocoa, a retired federal worker, has worked hard to maintain her septic tank over the years. She understands the project and the purpose of it. What she does not understand is why this burden is being placed on these homeowners. She is on a fixed income and cannot afford something she did not ask for in the first place. She asked Council to rescind their vote and find other ways to cover the cost of the project.

Sheri Hensley, 2632 N. Indian River Dr., Cocoa, grew up in the community and had Mr. Dick Blake as her principal. She moved away for a period of time but ultimately decided to move back. She stated that she shares the sentiments made by her mother and does not agree that the financial burden be placed on the homeowners as there are other means to fund the project.

Linda Dolphin, 2100 N. Indian River Dr., Cocoa, shared that she has several questions. She asked Council to consider what it is that the City is asking them to do. She does not understand why Council was even asked to determine who would be financially responsible for this project before they even know what the cost is. Addtionally, she asked Council to consider asking the City Attorney to provide other solutions to address the concerns of all the citizens tonight. She urged Council to rescind their vote and delay their vote on the ordinance tonight.

Dennis Childs, 2100 N. Indian River Dr., Cocoa, agrees with the comments made before him and would like Council to rescind their initial vote

Kate Otero, 2603 N. Indian River Dr., Cocoa, feels this is a public health issue and is so proud of the Council for moving it forward. The part she does not agree with is the full financial responsibility for a project that will benefit the entire community.

Josue Otero, 2603 N. Indian River Dr., Cocoa, encouraged Council to do their job and do it better than this. He feels there must be other avenues that can be pursued and asked Council to rescind their initial vote.

Cynthia Johnson, 2703 N. Indian River Dr., Cocoa, thanked Council for serving the community. She reiterated the comments made before her but asked Council to consider expanding the boundary of J&K so that when they go out to bid the J&K area goes all the way to the City limit on Indian River Drive. She would like Council to consider rescinding their vote that holds the eighty-eight homes financially responsible.

Tammy Carter, 1809 N. Indian River Dr., Cocoa, talked about return on investment. She shared that she attended a meeting that discussed the project and does not feel it is fair. She understands why the project is being considered but does not agree with the condition that was put forward by Council in February.

There being no further questions or comments, the public portion of the Hearing was closed.

Deputy Mayor Weeks asked for clarification regarding the ordinance. In response, City Attorney Garganese clarified that this ordinance holds general language that states that Council has the ability to assess cost overruns if they so choose. The language of this ordinance does not assess any cost overruns to homeowners in the project area. Additionally, it is strongly recommended that an ordinance be put in place when applying for grant funding and that is what this is.

City Manager Whitten explained the framework of the funding. He talked about the grants that the City has been actively pursuing. He explained the purpose of the 319 grant that opens on July 1st. In the meantime, the City has applied for residual funds through that program as well.

Additionally, in order to apply for these grants, there must be an ordinance in place.

City Manager Whitten shared the details of the Indian Hills Subdivision project and provided a comparison to the J&K project.

He understands why the cost overruns that could be incurred seems scary to the homeowners. He explained that this is why staff is going out for earmarks and grants. Staff is hopeful that the project will remain under budget and there will be no additional

costs to homeowners. He pointed out that staff has not gone out to bid because there are so many uncertainties and you should not go out to bid without funds in hand.

City Manager Whitten talked more in depth about all of the grants and the process for applying for these grants. In some cases, the City has to enter into an agreement. For example, the City would need to enter into an agreement with the County in order to use SOIRL funds. All of these steps have to be taken into consideration.

He also pointed out that there is misinformation being spread that the City intends to divide $8-$12 million dollars among all of the J&K homeowners. This is not true and that was never implied.

Mr. Walsh expounded on the explanation given by the City Manager and talked in furtherance of funding sources and grants.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve Ordinance No. 03-2025 on First Reading, for discussion.**

Deputy Mayor Weeks asked for further clarification to the questions posed by the citizens.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (4-0)[2]

VII. Council Business:

1. Consider the Reappointment of Dan Quattrocchi and Pam Shaia to the Board of Adjustment through May 2028. (2025-378). (Administrative Services Director)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to reappoint Dan Quattrocchi and Pam Shaia to the Board of Adjustment through May 2028.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

[2] A ten-minute recess was taken at 8:42pm. The meeting reconvened at 8:52pm.

2. Consider the Appointment of Jennifer Moton, to Fill One of the Four Vacancies on the Board of Adjustment. (2025-412). (Administrative Services Director)

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to appoint Jennifer Motion to the Board of Adjustment.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consider the Appointment of Jody Hatcher to fill an Alternate Member Vacancy on the Code Enforcement Board. (2025-413). (Administrative Services Director)

* **MOTION by Deputy Mayor Weeks; Seconded by Mayor Blake to appoint Jody Hatcher as an Alternate member on the Code Enforcement Board.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. UpStart Cocoa Forgiveable Loan Application Award - Ottomatic Threads (2025-421). (Comm. & Economic Dev. Director)

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve, with discussion.**

Ms. Senger provided a brief presentation in order to explain the item, and shared that staff is requesting approval.

Ms. Otto spoke and thanked Council and staff for all of their support. She talked about the WeVenture program and shared that she has never received the support she has received throughout this process.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Authorize the City Manager to execute the First Amendment to the contract between the City of Cocoa and PropLogix LLC for Lien Search Services, Mutually Agreed Upon Automatic Renewals. (2025-346). (Finance Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Consider the Donation Application for the Cocoa Youth Athletic Corporation for the Helmet Reconditioning & Certification in the amount of $1,000. (2025-379). (Administrative Services Director)

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn to approve the Donation Application for Cocoa Youth Athletics.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve a Resolution Amending the FY 2025 Budget, BAF 25-061-A&T, to accept the donation of land from Walmart Stores East, LP, as outlined in the City of Cocoa Development Order. (2025-424). (Finance Director)

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

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-447). (Administrative Services Director)

2. Bi-Weekly Report for April 18, 2025-May 7, 2025. (2025-448). (City Manager)

X. Reports:

Gregg Stoll, Space Coast TPO, shared several updates. He talked about the long-term projects list and shared there will be a public input period from July 14-28, 2025. The Space Coast TPO will be having a meeting on June 11th as well.

Ms. Senger shared that the City recently received several awards and staff is continuing to work to communicate efficiently with its citizens.

Ms. Neuterman introduced Jennifer Justiniano, her new Community Services Manager.

City Manager Whitten shared that Luci Ribeiro is graduating this evening from Daytona State College with her bachelor's degree. Ms. Ribeiro is one of the City's planners.

Additionally, he wished Ms. Gemmati the best in her future endeavors as she is leaving the City after twelve years to pursue a career in the private sector.

Lastly, City Manager Whitten wished to express that he does not feel he has any staff that does not have integrity. Nights like these are hard, not because of the topics presented to the Council, but because of the misinformation and accusations that are spread. He stands behind his staff and applauds their professionalism and expertise.

Councilmember Hearn talked about events he recently attended. He shared that he noticed there was a lot of traffic at the Arts and Crafts fair in the Village this weekend. He also talked about how Bracco Pond is flourishing and he loves to see it.

Additionally, he asked when Lee Wenner Park will reopen. In response, Ms. Morgan shared that staff has a meeting coming up with Doug Wilson and they will get more information at that time.

Councilmember Koss gave a District 4 update. She talked about events she recently attended and things that she had learned. She shared that one of the keynote speakers she saw educated them on the growth of AI which she found to be very interesting. She also talked about community safety and Vision Zero. She shared some video clips that were shared with her from a constituent showing speeders on his street. There are children that live there and he reached out for help from Council.

Additionally, she asked for the Utilities Advisory Board to come back and mentioned that she has been asking for a while as there are many important issues that need to be addressed.

Deputy Mayor Weeks shared that her granddaughter recently received an award in her ROTC program. She shared a photo of the Cocoa Dump fire which could be seen from her house. Additionally, she shared photos from events she recently attended, including the Space Coast League of Cities dinner and her Town Hall meeting.

Councilmember Goins talked about the Fiske Blvd. project and shared that he had a conversation with the City Manager and the Public Works Director about it.

Councilmember Goins shared photos from events he recently attended including the Chief's Breakfast and a trash collection event with the kids.

Additionally, he talked about a Mother's Day dinner at the Joe Lee Smith Center that took place on May 11th. He would like to invite the group that put the event together to the next Council meeting to recognize them.

Mayor Blake gave a shoutout to Viera hospital. He shared that his father was hospitalized for several days, but even with the closing of the Rockledge hospital, Viera was very professional and took great care of his dad.

Mayor Blake also shared photos from events he recently attended.

XI. Adjournment:

* **MOTION by Councilmember Goins; Seconded by Councilmember Hearn to adjourn the Regular meeting of May 13, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:49 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Koss - Lorraine - Loken	Cocoa City Council
MAILING ADDRESS 65 Stone Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Cocoa — COUNTY: Brevard	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 5-13-2025	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lorraine Koss, hereby disclose that on May 13, 20 25:

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am one of 88 properties to be included in the Septic to Sewer project J & K. The vote may cause my gain or loss of connecting to a sewer system,

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

5-13-2025
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 16, 2025
Agenda Date:	July 22, 2025
File ID:	2025-701
Prepared By:	Monica Arsenault, City Clerk
Through:	Lorne Stinnett, HR Manager
Requested Action:	Presentation of the City of Cocoa's 2025 "Cocoa Works" Summer Youth Employment Program.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Presentation of the City of Cocoa's 2025 "Cocoa Works" Summer Youth Employment Program.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 16, 2025
Agenda Date:	July 22, 2025
File ID:	2025-692
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Presentation by EXP US Services on the Vulnerability Assessment Grant. Presentation is required as part of the public presentation for the grant deliverables and to finalize the document which will be presented to Council in August.

BACKGROUND:

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Presentation by EXP US Services on the Vulnerability Assessment Grant. Presentation is required as part of the public presentation for the grant deliverables and to finalize the document which will be presented to Council in August.

CITY COUNCIL AGENDA ITEM

Memo Date:	June 30, 2025
Agenda Date:	July 22, 2025
File ID:	2025-613
Prepared By:	Katherine Ennis, Deputy Utilities Director
Through:	John Walsh, Utilities Director
Requested Action:	To Approve Task Order 2025-14 with Carollo Engineers, Inc. Orlando, Florida, in the amount of $624,009.18 for Design Updates, SCADA Integration, Bidding Assistance, and Services During Construction for the SCADA Migration Project at the Jerry Sellers Water Reclamation Facility *****This Item is Confidential per FS 119.0725 and Not for Public Release****

BACKGROUND:

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

The City of Cocoa operates the Jerry Sellers Water Reclamation Facility (WRF) and various remote sites that utilize a plant Supervisory Control and Data Acquisition (SCADA) system. This project will provide for enhanced security of the existing SCADA and Fiber Network at the Jerry Sellers WRF.

This work is being done under the Continuing Service Agreement for Engineering Services for WW Collections (RFQ-23-13-COC) between the City of Cocoa and Carollo Engineers, Inc. which was executed on July 31, 2023.

Staff is recommending City Council approval of Task Order 2025-14 with Carollo Engineers, Inc. Orlando, Florida in the amount of $624,009.18 for Design Updates, SCADA Integration, Bidding Assistance, and Services During Construction for the SCADA Migration Project at the Jerry Sellers WRF.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount
424-4055-536.63-00, WS21SS	$624,009.18

PREVIOUS ACTION:

December 8, 2020 - To Approve Task Order 2021-16 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Design at the Jerry Sellers Water Reclamation Facility, Project No. WS21SS

May 23, 2023 – To Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm, Carollo Engineers, Inc.

RECOMMENDED MOTION:

To Approve Task Order 2025-14 with Carollo Engineers, Inc. Orlando, Florida, in the amount of $624,009.18 for Design Updates, SCADA Integration, Bidding Assistance, and Services During Construction for the SCADA Migration Project at the Jerry Sellers Water Reclamation Facility

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/4/2026 — 6/20/2025

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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472612 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Allied World Surplus Lines Insurance Company — 24319 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19747317 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	N	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N — N / A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2025	7/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: $3,000,000; AGGREGATE: $3,000,000	

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

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19747317
City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION See Attachments

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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General Liability, & Workers' Compensation Deductibles: N/A. Auto Liability Deductible: $10,000. Professional Liability Deductible: $50,000. Thirty (30) days’ notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days’ notice in the event of non-payment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No.	0313-9010
Issued to	Carollo Engineers, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	**30**

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**30**

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 31st day of July 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2795 Mitchell Drive, Walnut Creek, CA 94598.

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Task Proposal, 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, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement. Engineer shall be entitled to request updates to the hourly rate schedule in **Exhibit "A"** for each renewal term after the initial three (3) year term delineated in Section 1.1 hereunder, which may be accepted by the City Council.

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

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for 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 identified in **RFQ Q-23-13-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to RFQ Q-23-13-COC is incorporated herein by this reference as **Exhibit "C"**.

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

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

2.6 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of

any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, 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 minimum amount of $1,000,000.00 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. Worker's 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 ten (10) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the 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. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities 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. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that

such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

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

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

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

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

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. 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 City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee 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. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0 Default; (b) Engineer fails to comply with any condition or provision of this Agreement; (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement; or (d) Engineer makes a general assignment for the benefit of its creditors, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agencyprovided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

(321) 433-8698 Fax

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers, harmless from any and all claims, injuries, liabilities, damages,

losses, costs or suits, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

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

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

38.0 E-VERIFY

38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer 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.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY:	**ENGINEER:**
CITY OF COCOA	**CAROLLO ENGINEERS, INC.**

By: _____
Stockton Whitten,
Print Name/Title: City Manager

ATTEST:

By: _____ for
Carie Shealy, City Clerk

SEAL
CITY OF COCOA
FLORIDA

By: _____
Infrastructure Design Manager/
Print Name/Title: Vice President

By: _____

Print Name/Title: Project Manager/ Associate

EXHIBIT A
ENGINEER'S RATE SCHEDULE

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

CITY OF COCOA

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS
Q-23-13-COC

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$130.00	E.I.	0-2
Assistant Professional ES II	$145.00	E.I.	3-4
Professional ES III	$160.00	P.E.	5-6
Professional ES IV	$180.00	P.E.	7-8
Project Professional ES V	$195.00	P.E.	9-10
Project Professional ES VI	$220.00	P.E.	11-12
Lead Project Professional ES VII	$250.00	P.E.	13-14
Senior Professional ES VIII	$275.00	P.E.	15-20
Principal Professional ES IX	$295.00	P.E.	20+
Engineering Technicians			
Technician ET I	$75.00		
Technician ET II	$85.00		
Technician ET III	$90.00		
Technician ET IV	$110.00		
Senior Technician V	$125.00		
Senior Technician VI	$140.00		
Senior Technician VII	$160.00		
Senior Technician VIII	$175.00		

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Construction Inspection			
Inspector	$140.00		
Resident Engineer	$190.00		
Construction Manager	$215.00		
Office Staff			
Admin/Clerical	$85.00		
Word Processing	$105.00		

Notes:

(1) All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.

(2) Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2025
Agenda Date:	July 22, 2025
File ID:	2025-630
Prepared By:	Joshua Frary
Through:	John Walsh, Utilities Director
Requested Action:	To Approve Task Order 2025-13 to Continuing Professional Services Agreement Q-23-13-COC with Carollo Engineers, Inc. in the amount of $296,345.94 for Design, Permitting, and Bidding Services for the Jerry Sellers Aeration Blowers Replacement Project (WS25AB)

BACKGROUND:

Jerry Sellers WRF utilizes three blowers which supply processed air to the aeration basins which are conveyed via an F-configuration air header manifold. Staff has noted several challenges associated with the blowers and the air header manifold. It was recommended in the Wastewater System Capital Plan Update (2022) to replace the three blowers with new centrifugal blowers and replace the distribution system to a more efficient design for the Plant's needs. This proposal is for the Blowers & Distribution system's Design, Permitting, and Bidding Services.

The City entered into a Continuing Services Agreement with Carollo Engineers, Inc, agreement Q-23-13-COC, which was procured in accordance with FS 287.055 (CCNA) and approved by City Council on May 23, 2023 under agenda item 23-286. Staff is recommending that these services be provided under the terms of this agreement by approving task order 2025-13 in the amount of $296.345.94.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

Source/Use of Funds
Account Number 424-4120-536.64-00, WS25AB
Amount $296,345.94

PREVIOUS ACTION:

RECOMMENDED MOTION:

To Approve Task Order 2025-13 to Continuing Professional Services Agreement Q-23-13-COC with Carollo Engineers, Inc. in the amount of $296,345.94 for Design, Permitting, and Bidding Services for the Jerry Sellers Aeration Blowers Replacement Project (WS25AB)

TASK ORDER NO. 2025-13

CITY OF

COCOA AND

CAROLLO ENGINEERS, INC.

This Task Order is issued by the City of Cocoa (CITY) and accepted by Carollo Engineers, Inc. (ENGINEER) pursuant to the mutual promises, covenants and conditions contained in the Agreement between the above named parties dated the 31st day of July 2023 in connection with: Sellers WRF Blowers Replacement Design, Permitting, and Bidding.

A. PROJECT DESCRIPTION

The CITY owns and operates the Jerry Sellers Water Reclamation Facility (JSWRF), located at 375 N Cocoa Blvd, Cocoa, FL, 32822.

The CITY is permitted for operation under Florida Department of Environmental Protection (FDEP) domestic wastewater facility permit number FLA0021521.

Three 1,800-scfm turbo blowers, located in a small building adjacent to the Biological Nutrient Reactor (BNR) treatment trains, are contained in individual enclosures complete with local control panels (LCPs). The blowers supply process air to the diffusers in aeration basin nos. 1 and 2 via a 16-inch air header, and to aeration basin no. 3 and the reaeration basin diffusers via a separate 12-inch air header, both with actuated modulating valves for airflow control.

CITY's operations staff have noted several challenges associated with the existing air supply and distribution systems. The turbo blowers tend to be sensitive to the condition of incoming power and will trip out frequently. In addition, the configuration of the air distribution piping makes it difficult to balance the air supplied to the two sides of the BNR trains.

In the Wastewater System Capital Plan Update dated June 2022, the engineer recommended installing three new centrifugal blowers. These blowers could be housed in the existing building, provided there is sufficient space to accommodate the equipment and air piping. Alternatively, they could be installed outside under a canopy on a new slab on grade, near the BNR process basins. Additionally, an infrared test of all circuit breakers will be conducted, as there is evidence of a short-circuit event at the blower motor starter control panel.

Under this Work Authorization, ENGINEER will provide design and bidding services for the replacement of the existing three blowers.

B. SCOPE OF WORK

The scope of services will include the following tasks. Certain assumptions have been made in

preparing this scope of services. To the extent possible, they are stated herein, and are reflected in the attached project budget.

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

ENGINEER will administer and provide overall management of this project for CITY. Under this task, ENGINEER will coordinate with subcontractors Wekiva Engineering and ADS Engineering Consultants. ENGINEER team members will coordinate closely with CITY staff during project implementation to share information, confirm constraints and assumptions, discuss alternatives, and ensure ENGINEER's understanding of CITY expectations. The ENGINEER team will attend additional calls or virtual meetings with CITY staff to coordinate project work efforts. ENGINEER will administer invoicing and manage progress payments. ENGINEER's Project Manager will manage the project team and project activities. ENGINEER's Project Manager will prepare and provide CITY monthly progress reports that identify work performed during the month. These reports will be delivered as part of the monthly progress payment request.

Task 1 Deliverables

- Monthly progress reports included with invoice package.

TASK 2 – PROJECT MEETINGS AND SITE VISIT

2.1 Kickoff Meeting and Site Visit

ENGINEER will prepare for and attend a project kickoff and information gathering meeting with CITY staff. The primary goals of the kickoff meeting will be to discuss project objectives, plant deficiencies, operational observations, available data, project scope, project procedures, and deliverables. The kickoff meeting will be held in person at the JSWRF and will be followed by a site visit. The planned outcome of the kickoff meeting will be a shared understanding of the project and objectives between CITY and ENGINEER. ENGINEER will provide summary notes from the kickoff meeting to CITY.

2.2 Review Meetings

ENGINEER will schedule, prepare for, and attend meetings with CITY staff to discuss and review the following:

- Conceptual design documents
- 60% design documents
- 100% design documents

ENGINEER will provide a copy of the draft documents (to be prepared under Task 3) prior to the review meetings. At the discretion of the CITY, the review meeting may be held either in person or remotely via web conference. ENGINEER will provide summary notes from the review meetings.

Task 2 Deliverables

- Meeting notes in pdf format.

TASK 3 – PRODUCTION OF DESIGN DOCUMENTS

3.1 Conceptual Design Submittal

ENGINEER will prepare a narrative description of the proposed air blower system for CITY's review. The brief memo is anticipated to include airflow requirement calculations, proposed blowers' location, proposed allowable manufacturers, electrical and instrumentation and control needs, and identification of potential existing electrical system constraints. Surveying and subsurface utility investigations will be performed at this stage of the project.

Task 3.1 Deliverables

- Conceptual Design Memo in pdf format.

3.2 60 Percent Completion Level Submittal

ENGINEER will perform the following activities as part of this task:

- ENGINEER will submit 60% completion level design documents for CITY's review.
- Following receipt of the CITY's review comments, ENGINEER will make appropriate changes that address the CITY's comments in the next level submittal.

Task 3.2 Deliverables

- 60% design completion level drawings and specifications.
- Up to three (3) paper copies of the design documents.
- Class 3 Engineer's Opinion of Probable Cost of Construction (EOPCC).

3.3 Final Submittal - 100 Percent Completion Level

ENGINEER will perform the following activities as part of this task:

- ENGINEER will submit 100% completion level design documents for CITY's review.
- Following receipt of the CITY's review comments, ENGINEER will make appropriate changes that address the CITY's comments on the 100% documents, and issue the revised documents as the Bid Set.

Task 3.3 Deliverables

The following deliverables will be provided as part of this task:

- 100% design completion level drawings and specifications.
- Bid Set (drawings and specifications).
- Up to three (3) paper copies of the design documents.

Task 4 – Permitting

FDEP Permit

ENGINEER will prepare the permit application with the 60% design documents, and submit it to FDEP upon City's approval. It is assumed a minor permit modification will be required. All Permit fees will be paid by CITY.

City of Coca Building Permit

It is assumed the CONTRACTOR will complete the building permit application and submit the drawings and specifications to the CITY's Building Department. CONSULTANT will prepare responses to up to two (2) RAIs.

Task 4 Deliverables

- FDEP minor permit revision application package.

Task 5 – Bidding Services

ENGINEER will assist the CITY in preparing the bid documents and advertising for bids.

ENGINEER's bidding phase services will include the following:
- Conduct a pre-bid meeting and distribute the meeting notes.
- Respond to bidder questions, and prepare and issue addenda as necessary.
- Assist CITY in reviewing bids for responsiveness.

C. PROJECT ASSUMPTIONS

Due to the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented here or if CITY desires additional services, the resultant changes in scope will serve as the basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both CITY and ENGINEER.

- ENGINEER shall be entitled to use and reasonably rely upon all information and services provided by CITY or others in performing the services required hereunder.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, ENGINEER has

no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming wastewater and/or reclaimed water quality and/or quantity; the way CITY's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from ENGINEER's opinions, analyses, projections, or estimates and ENGINEER will not be liable to and/or indemnify CITY and/or any third party related to any inconsistencies between ENGINEER's projections and estimates and actual costs and/or quantities realized by CITY and/or any third party in the future, except to the extent such inconsistencies are caused by ENGINEER's negligent performance hereunder.

- The services to be performed by ENGINEER are intended solely for the benefit of the CITY. No person or entity not a signatory to this Services Authorization shall be entitled to rely on ENGINEER's performance of its services hereunder, and no right to assert a claim against ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Services Authorization or the performance of ENGINEER's services hereunder

The following items are <u>not included</u> in this Scope of Services:

- Field services not specified with the scope of services.
- Services during construction.
- Structural engineering services related to modifications to the existing blower building.
- Heating, Ventilation and Air Conditioning (HVAC) engineering services for the existing blower building.

D. SCHEDULE

The scope of services as defined in this document will begin within five business days after a written notice-to-proceed from CITY. The bid set will be completed within 32 weeks from the NTP. It has been assumed that the CITY will submit review comments on deliverables within 14 business days.

E. COMPENSATION

Compensation for ENGINEER's services described in this Task Order will be billed as lump sum fee in accordance with the billing rates provided in Attachment A of the Master Services Agreement for a total fee of $296,345.94 as detailed in the estimate of labor and cost table presented in Exhibits 1 of Appendix 1. SUBCONSULTANTs compensation is based on a not-to-

exceed fee basis as detailed in Appendix 2.

F. EFFECTIVE DATE

This Task Order is effective as of the 22nd day of May, 2025.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and of the ENGINEER have executed this Task Order evidencing its issuance by CITY and acceptance by ENGINEER.

CAROLLO ENGINEERS, INC.	CITY
By: _____	By: _____
Vic Godlewski, P.E., Vice President	~~Stockton Whitten,~~ ~~City Manager~~
By: _____	Michael C. Blake, Mayor
Elisabetta Natale, P.E., Associate Vice President	

APPENDIX 1

EXHIBIT 1 - CAROLLO ENGINEERING SERVICES FEE

CAROLLO ENGINEERS INC. - Engineering Services Fee City of Cocoa - Jerry Sellers WRF Blowers Replacement Design, Permitting, and Bidding Engineering Services		Principal Professional ES IX	Senior Professional ES VIII (Project Manager)	Project Professional ES V	Senior Professional ES VIII (Electrical and I&C)	Project Professional ES VI (Electrical and I&C)	Word Processing	Total Hours	Total Labor Cost (Not-to-Exceed)	Travel and ODCs	Task Total
	Labor Rate	$ 295.00	$ 275.00	$ 195.00	$ 275.00	$ 220.00	$ 105.00				
	TASK AND DESCRIPTION										
1	**Project Management and Coordination**	**12**	**48**	**0**	**0**	**0**	**0**	**60**	**$16,740.00**	**$0**	**$16,740.00**
1.2	Project Management and Coordination	12	48					60	$16,740.00		$16,740.00
2	**Project Meetings and Site Visits**	**32**	**32**	**12**	**16**	**0**	**0**	**92**	**$24,980.00**	**$2,400**	**$27,380.00**
2.1	Kickoff Meeting and Site Visit	8	8		4			20	$5,660.00	$600	$6,260.00
2.2	Review Meetings	24	24	12	12			72	$19,320.00	$1,800	$21,120.00
3	**Production of Design Documents**	**88**	**112**	**240**	**88**	**152**	**28**	**708**	**$164,140.00**	**$500**	**$164,640.00**
3.1	Conceptual Design Submittal	24	32	40	24	32	4	156	$37,740.00		$37,740.00
3.2	60 Percent Completion Level Submittal	32	40	120	40	80	12	324	$73,700.00	$250	$73,950.00
3.3	Final Submittal - 100 Percent Completion Level	32	40	80	24	40	12	228	$52,700.00	$250	$52,950.00
4	**Permitting**	**8**	**16**	**24**	**4**	**0**	**0**	**52**	**$12,540.00**	**$0**	**$12,540.00**
4.0	Permitting	8	16	24	4			52	$12,540.00		$12,540.00
5	**Bidding Services**	**24**	**40**	**40**	**8**	**0**	**4**	**116**	**$28,500.00**	**$0**	**$28,500.00**
5.0	Bid Assistance	24	40	40	8		4	116	$28,500.00	$0	$28,500.00
	Total Project Hours and Labor Costs (CAROLLO ENGINEERS INC.)	**164**	**248**	**316**	**116**	**152**	**32**	**1028**	**$246,900.00**	**$2,900.00**	**$249,800.00**
		$ 48,380.00	**$ 68,200.00**	**$ 61,620.00**	**$ 31,900.00**	**$ 33,440.00**	**$ 3,360.00**		**$246,900.00**		
SUBCONSULTANT											
	ADS Engineering Consulting								$8,948.94		$8,948.94
	Wekiva Engineering								$29,535.00		$29,535.00
	Southeastern Surveying								$8,062.00		$8,062.00
	Total Project Hours and Labor Costs (SUBCONSULTANT)								**$46,545.94**		**$46,545.94**
	TOTAL NOT-TO-EXCEED FEE								**$293,445.94**	**$2,900.00**	**$296,345.94**

APPENDIX 2

ADS Engineering Consultants
24031 Greenwood Xing
Eustis, Fl 32736
321.231.3602

Introduction

Under this Task Order, ADS Engineering Consultants (ADS) will provide engineering support and CAD drafting services to Carollo Engineers (Carollo) in support of the City of Cocoa Jerry Sellers WRF (JSWRF) Blowers Replacement project. ADS will provide the services described herein to Carollo under the terms of the sub-consultant agreement ~~executed on May XX, 2025~~.

Scope of Services

Task 1: Project Meetings and Site Visits

Under the direction of Carollo, and on a case-by-case basis, ADS will prepare for and attend the following design and bid phase meetings and site visits with Carollo and the Client:

- Combined Project kickoff meeting, preliminary site visit evaluation and information gathering meeting
- Conceptual Design review meeting
- 60% Design Review meeting
- 100% Design Review meeting
- Pre-Bid meeting

Meetings are to be in-person at the JSWRF, or in the event of scheduling conflict will be attended remotely.

Task 2: Conceptual Design

Under the direction of Carollo, ADS will provide as-needed engineering support and mechanical layout figures for the proposed conceptual design memo.

- This task shall include any and all communications and internal meetings with Carollo during the conceptual design phase.
- Figures may include a simple site plan, mechanical plan and mechanical section views.
- What effort does not get used under this task, shall be carried over to Task 3.

Task 3: 60 and100 Percent Final Design and Bidding

Under the direction of Carollo, ADS will provide as-needed engineering support and CAD drafting services. ADS will use the information collected during conceptual design to develop Mechanical and Civil base CAD drawings to be used by the other disciplines as the project base files. ADS will work with the Carollo project CAD lead to ensure Carollo CAD templates and standards are followed. It is anticipated that the following sheets will be developed and submitted in pdf format by ADS and combined into the overall plan set by Carollo for review and submittal.

- Cover Sheet (1 Sheet)

ADS Engineering Consultants
24031 Greenwood Xing
Eustis, Fl 32736
321.231.3602

- General Notes and Equipment Legends (1 Sheet)
- Drafting Legend (1 Sheet)
- Demolition (2 Sheets)
- Civil Site Plan (1 Sheet)
- Mechanical Plan (2 Sheet)
- Mechanical Sections (2 Sheets)
- Mechanical Typical Detail Sheet (2 Sheets)

This task shall include the following assumptions:

- Communications and internal meetings with Carollo during design and bidding phases.
- As needed support in development of project specifications.
- Engagement and communication with equipment and pipe vendors.
- The project base files and sheets will be developed using AutoCAD 2022.
- Coordination with the Carollo CAD lead to obtain project specific files and typical details for inclusion to the plan set.
- Coordination with other project disciplines as needed.
- Coordination with Surveyor if needed.
- Upon Client review and approval of the 60% design drawings, the drawings will be further detailed and advanced to 100% completion level design drawings.
- Upon Client review and approval of the 100% design drawings, any revisions will be included and the drawings will be advanced to the Bid Set documents.

Schedule

The services described in this Task Order will follow the schedule as defined in the Carollo General Task Order.

Estimated Budget

Services for the project will be provided at an hourly rate method of compensation. Costs will not exceed the total budget of $29,535.00 without prior approval from Carollo.

ADS Engineering Consultants Fee Table

		Engineer/Designer	
		$165.00/hr	
Task	Description	Hours	Total
1	Project Meetings and Site Visits	28	$4,620.00
2	Conceptual Design	16	$2,640.00
3	60 and 100 Percent Final Design and Bidding	135	$22,275.00
		Grand Total	**$29,535.00**

1320 Wilfred Drive
Orlando, FL 32803
Phone: (407) 219-4454

Wekiva Project Number: 25-248

April 25, 2025

Elisabetta Natale, PE
Carollo Engineers, P.C.
200 East Robinson Street, Suite 1400
Orlando, FL 32801

Re: Proposal for Structural Engineering Services
City of Cocoa Sellers WRF Blower Replacement
City of Cocoa, Florida

Dear Ms. Natale,

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Carollo Engineers (Carollo) for the above referenced project.

SCOPE OF SERVICES

It is our understanding that the City of Cocoa (City) would like to replace (3) turbo blowers. The new blowers are proposed to be placed under a pre-engineered metal canopy.

Task 1: Prepare Drawings and Specifications (60% and 100%): Wekiva staff will attend a kickoff meeting at the site and prepare design drawings and specifications for the proposed blower canopy. The drawings will include the foundation system for the canopy and the blowers themselves. Details for miscellaneous pipes supports will also be provided as needed. There are anticipated to be a total of (3) drawings. Standard division 3, 5 and 13 specifications will be provided as well. A building permit set will be prepared. Any comments received by the building department will be addressed and drawings will be reissued as needed.

Task 2: Services during Bidding: Wekiva staff will assist Carollo during the bidding process by answering any Contractor's questions and issuing addenda.

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a time and expense fee basis at a not-to-exceed price of **$8,948.94**. The attached Table 1 indicates the proposed fee per task.

TERMS AND CONDITIONS

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Carollo and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,



John Sobczak, P.E.
Member

Table 1 - Structural Engineering Services Fee

Fee Estimate: Structural Engineering Services
City of Cocoa Sellers WRF Blower Replacement Project
Date: April, 2025

Task	*Task*	*Man-hours By Category*					*Totals*		
No	*Description*	Principal $185.90	Project Engineer $137.28	Engineer $108.68	Drafting $68.64	Clerical $51.48	Hrs		Cost
1	*Prepare Drawings and Specs*	21	5	12	28	1	67	$	7,867.86
2	*Services during Bidding*	4	0	2	1	1	8	$	1,081.08
	Total Cost							**$**	**8,948.94**

May 22, 2025

VIA EMAIL: enatale@carollo.com

Ms. Elisabetta Natale, PE, ENV SP | **Senior Engineer**
Carollo Engineers, Inc.
200 East Robinson Street, Suite 140
Orlando, FL 32801
Office: 407-377-2665 | Mobile: 407-437-9788

RE: Jerry Sellers Water Reclamation Facility
375 North Cocoa Boulevard, Cocoa, Florida 32922 |Parcel ID: 24-36-28-00-506
Section 28, Township 24 South, Range 36 East, Brevard County, Florida
SSMC Job Site: 70500

Dear Ms. Natale,

PROJECT STATEMENT: We are pleased to submit our proposal for Surveying Services and Utility Services on the above-referenced project. It is our understanding that Carollo Engineers, Inc. requires a Topographic Survey and Subsurface Utility Designation services to support the design of the Jerry Seller Water Reclamation Facility Project. The specific area is identified in Exhibit "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

TASK I – Topographic Survey
Provide surveying services as mandated by the local governments, as well as regulations and laws of the Project's State Standards of Practice for Professional Land Surveying Services. The survey will include the following:

1. Locate all improvements and utilities, as evidenced by above-ground features **or** if designated and marked by the Utility Owners, their designated representative, or a contracted service at the original time of field visit.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolating one-foot contours to be shown on the final drawing.
3. Establish a minimum of **two (2)** site benchmarks.
4. Topographic coverage will be limited to the area outlined in **red** on the attached Exhibit "B."
5. All Trees having a Breast-Height Diameter of 8" and Greater will be located.
6. All Utilities marked in Task II will be survey located and added to our Topographic Survey drawing.

TASK II – Subsurface Utility Designation

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found, excluding service lines, gravity sewer lines, and irrigation, within the area outlined in **red** on the attached Exhibit "B."

DELIVERABLES
The final product will be a field drafted plan sheet or utility designation field sketch(s) of the project area reflecting all pertinent data, an electronically signed and sealed survey, and an AutoCAD Civil 3D file for your use.

***OPTIONAL SURVEY*: Subsurface Utility Verification (Test Holes)**

1. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
2. Expose the subject utilities by using non-destructive vacuum excavation methods at specific locations as indicated on plan sheet(s) provided or marked by Carollo Engineers, Inc. in the field.
3. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by Carollo Engineers, Inc.
4. Any asphalt/concrete removed will be repaired using like materials.
5. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.

OPTIONAL DELIVERABLE
The final product will be test hole reports/sketches of the project area reflecting all pertinent data for your use.

DELIVERY
All documents will be sent to the client or the client's representative(s) via **EMAIL**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

INFORMATION PROVIDED BY CLIENT
SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

UTILITY TERMS AND CONDITIONS
****ORDERING LESS THAN 3 TEST HOLES MAY RESULT IN A MOBILIZATION CHARGE***

**SSMC will use its expertise and equipment to identify subsurface utilities. However, results may vary depending on several factors, including but not limited to soil composition, moisture content, tide levels, water table, dielectric constant of subsurface material, and unknown obstructions that may attenuate equipment signals.

NO GUARANTEE IS PROVIDED TO CAROLLO ENGINEERS, INC. OR THIRD-PARTY ENTITIES THAT THESE SERVICES WILL DETECT ALL SUBSURFACE UTILITIES.

Ground Penetrating Radar (GPR): GPR is a highly effective method for detecting potential existing utility infrastructure. However, this service does not absolve Carollo Engineers, Inc., subcontractors, or Utility Owners from their obligations and responsibilities under the respective state 811 legislation.

Third-Party Damage: SSMC shall not be liable to Carollo Engineers, Inc. or third party associated with this proposal for any damages resulting from excavation activities by the others.

Temporary Traffic Control (TTC) will be used only if necessary, and these invoice charges will be added to the total per day rate and reflected on our invoice to you.

Permitting: If permitting is required, these charges will also be additional and reflected on our invoice.

Test Holes Greater than 10 Feet: Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.) **WILL BE** negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow exposure of the utilities.

Utility Sizes: All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

Pavement: Any additional overlaying or restoration of pavement, other than replacing removed and cold-patched materials, will be Carollo Engineers, Inc.'s responsibility.

PROJECT TIMELINE:
We anticipate the completion of the above-described work within **six (6) weeks** after receipt of a written notice to proceed.

EXPENSES AND FEES
Our fee for this project will be as follows:

TASK I – Topographic Survey:	**$4,190.00**	
TASK II – Subsurface Utility Designation:	**$3,204.00**	
***OPTIONAL SURVEY*:** Subsurface Utility Verification (Test Holes):	$668.00	
Anticipated total *WITHOUT* Optional Survey	**$7,394.00**	_____
Anticipated total *WITH* Optional Survey	$8,062.00	X

****Please initial by your desired choice**

PAYMENT TERMS:
Payment is expected within thirty (30) days from the date of the invoice.

LATE FEES
Late fees will assess to all payments past the 30 day mark. Late fee will be in the amount of $50.00. Additional late fees will continue to accrue every 30 days past invoice date. Reference invoice number and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

PAYMENT OPTIONS
SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

CLOSURE
In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

We look forward to the opportunity to work with you on this project.

Sincerely,

Grozio E. Blevins
Utility Division Project Manager

GEB.WCR.lar

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized Signatory execute the Agreement below and send via email to contracts@southeasternsurveying.com. **Fees and times stated in this agreement are valid for six months from the date of the proposal which would be November 22, 2025.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature	Date
Printed Name	Title (if any)

EXHIBIT "A"

HOURLY RATES

Surveying and Mapping Services

Labor Code	Category	Day	Night /Weekend
102	Professional Surveyor & Mapper/PSM	$ 199.00 / per hour	
103	Project Surveyor	$ 177.00 / per hour	
121	Expert Witness	$ 360.00 / per hour	
111	Senior Technician	$ 133.00 / per hour	
113	CAD Technician	$ 118.00 / per hour	
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
131	One-Person Field Crew	$ 133.00 / per hour	
132	Two-Person Field Crew	$ 178.00 / per hour	$ 267.00 / per hour
133	Three-Person Field Crew	$ 233.00 / per hour	$ 350.00 / per hour
134	Four-Person Field Crew	$ 289.00 / per hour	$ 433.00 / per hour

LiDAR/UAV

Labor Code	Category	Day	Night /Weekend
411	LiDAR Technician	$ 133.00 / per hour	
403	LiDAR Project Manager	$ 177.00 / per hour	
431	LiDAR One-Person Field Crew	$ 155.00 / per hour	
432	LiDAR Two-Person Field Crew	$ 204.00 / per hour	
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
451	UAS/UAV Photogrammetry Crew	$ 268.00 / per hour	
441	Mobile Scan Crew	$ 268.00 / per hour	

Construction Services

Labor Code	Category	Day	Night /Weekend
301	Construction Professional Surveyor & Mapper	$ 203.00 / per hour	
302	Construction Project Manager	$ 203.00 / per hour	
311	Construction Senior Technician	$ 153.00 / per hour	
313	Construction CAD Technician	$ 136.00 / per hour	
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
331	Construction One-Person Field Crew	$ 153.00 / per hour	
332	Construction Two-Person Field Crew	$ 204.00 / per hour	$ 306.00 / per hour
333	Construction Three-Person Field Crew	$ 268.00 / per hour	$ 402.00 / per hour
334	Construction Four-Person Field Crew	$ 332.00 / per hour	$ 498.00 / per hour

GIS Services

Labor Code	Category	Day	Night /Weekend
501	Professional Engineer	$ 213.00 / per hour	
514	GIS Project Manager	$ 177.00 / per hour	
511	GIS Analyst	$ 119.00 / per hour	
512	GIS Technician	$ 79.00 / per hour	
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
532	Two-Person GIS Crew	$ 178.00 / per hour	
531	One-Person GIS Crew	$ 133.00 / per hour	

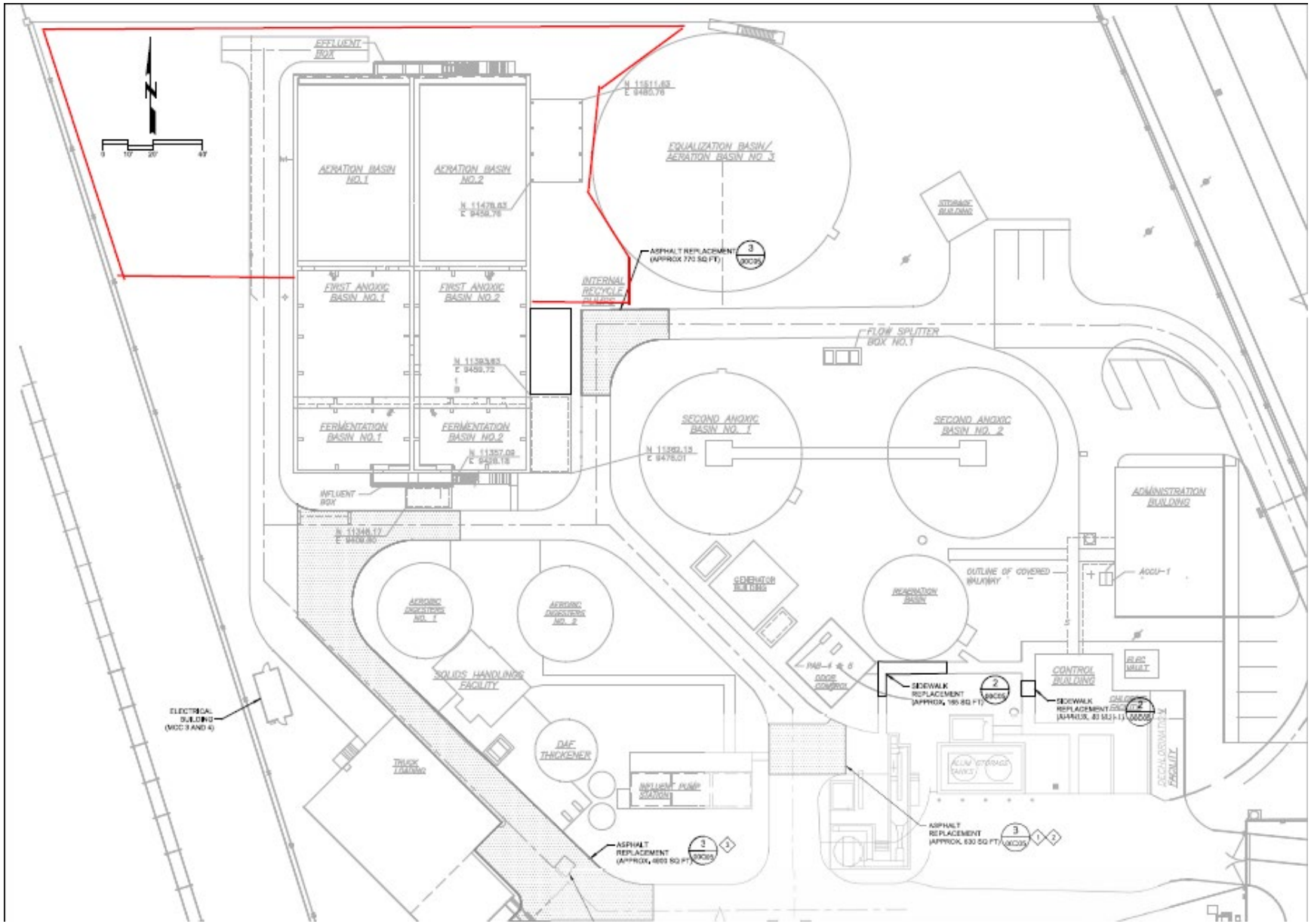
Subsurface Utility Engineering (SUE) Services

Labor Code	Category	Day	Night /Weekend
203	Project Manager	$ 177.00 / per hour	$ 265.00 / per hour
212	Senior Technician	$ 133.00 / per hour	$ 200.00 / per hour
011	Clerical	$ 79.00 / per hour	$ 118.00 / per hour
231	One-Person Crew	$ 178.00 / per hour	$ 267.00 / per hour
232	Two-Person Crew	$ 216.00 / per hour	$ 324.00 / per hour
233	Three-Person Crew	$ 301.00 / per hour	$ 451.00 / per hour
211	One-Person Concrete Radar Mapping/Imaging	$ 217.00 / per hour	$ 336.00 / per hour
	Vacuum Excavation (Per Test Hole)		
N/A	1-3 Test Holes/Dirt	$ 2,664.00	$ 3,864.00
N/A	1-3 Test Holes/Asphalt/Concrete	$ 2,664.00	$ 3,864.00
N/A	4 or more Test Holes/Dirt (Per Location)	$ 616.00 / each	$ 924.00 / each
N/A	4 or more Test Holes/Asphalt/Concrete (Per)	$ 765.00 / each	$ 1,148.00 / each
	Temporary Traffic Control (TTC)		
N/A	Per Lane Closure	$ 1,013.00 / each	$ 1,231.00 / each
N/A	Per Sidewalk Closure	$ 500.00 / each	$ 600.00 / each
N/A	Flagman Control (Hourly – Per Flagger)	$ 100.00	$ 150.00
	Mast Arms (Per Location)		
N/A	Subsurface Utility Locating (QL-B & QL-A)	$ 1,656.00	
N/A	Concrete/Asphalt Removal & Repair	$ 436.00	
N/A	Survey Staking of Pole Location	$ 431.00	

Miscellaneous Services

Labor Code	Category	Day	Night /Weekend
	Per Diem/Lodging Expenses		
N/A	Per Day Two Person Crew	$ 395.00	
N/A	Per Day Three Person Crew	$ 595.00	

EXHIBIT "B"
PROJECT LIMITS



GENERAL TERMS AND CONDITIONS

These standard terms and conditions (“STCS”) are incorporated by reference into the Proposal Letter, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation (“SSMC”) and its Client (“You" or “Your”) for the performance of surveying services ("Services"). These STCS are fully binding upon You as if they were fully outlined in the Proposal Letter and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, You agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

a. The correctness and completeness of any document prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC’s behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC’s subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates (“Project”) and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR DECISIONS

You, or any of Your directors, officers, partners, members, managers, employees, or agents having apparent authority over You, may (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement by sending an email to the SSMC Project Manager or the Contracts Department at contracts@ssmc.us. Any oral decisions must be followed up in writing within seven (7) days, or SSMC will consider the oral request binding.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC’s profession practicing under similar circumstances at the same time and in the same locality.

TERM OF CONTRACT

The term of this Agreement shall begin and end based on the Project Timeline provided above unless both Parties agree in writing to extend the Project.

PAYMENT

SSMC may submit invoices to You anytime for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee Services or, in the case of hourly Services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the Agreement and to initiate proceedings to recover amounts owed by You. Additionally, SSMC shall have the right to withhold from You the possession or use of any drawings or documents prepared by SSMC for You under this or any other agreement with You until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If You do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments You make should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, You agree that SSMC may apply payments in our sole discretion. Time is of the essence of Your payment obligations, and Your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications, and other documents prepared by SSMC under this Agreement are instruments of SSMC’s service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC’s instruments of service, for information and reference for the Project. SSMC’s drawings, specifications, or other documents shall not be used by You or others on other projects for any reason or completion of this Project by other professionals unless You enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either Party may terminate the Agreement if the other Party materially breaches the Agreement. You shall immediately pay SSMC for our Services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incurred as a result of the termination.

ASSIGNMENT

Neither Party shall assign or transfer any rights, interests, or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than You, SSMC, and its officers, employees, agents, and subcontractors. SSMC’s officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW, DISPUTES AND ATTORNEY’S FEES

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties irrevocably waive all rights to trial by jury in any action, proceeding, or counterclaim arising from or related to this Agreement. The Parties agree that any dispute arising from or related to the Services will be subject to mediation. Mediation will occur in Orlando, Florida. If mediation is unsuccessful, then binding arbitration is to be administered in accordance with the American Arbitration Association in Orlando, Florida. The losing Party shall pay the winning Party's reasonable attorney's fees and expenses for the mediation and/or arbitration of any cause of action, claim, or demand arising under this Agreement.

SEVERABILITY

If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each Party’s rights shall be construed, and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC’s liability for any loss, property damage, or bodily injury of or to You caused in whole or in part by SSMC in the performance of this Agreement, or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that You have paid to SSMC for the Services. The Parties intend that the preceding limitation on liability shall apply to all claims, whether in tort, contract, warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against You by any other person who may suffer any loss, property damage, or bodily injury in any manner associated with SSMC’s services, or SSMC’s officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to You, in any event or for any amount, for delays, consequential, special, incidental, punitive, or exemplary damages.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages, or bodily injury arising out of work undertaken on the Project by You, or Your Contractor, subcontractor or other independent company or consultant employed by You to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by who performed, for and on behalf of You, or such Contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that You are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC’s sole negligence.

INSURANCE

SSMC represents that it carries and will continue to carry General Liability in the amount of $1M per occurrence and $2M per general aggregate, Worker’s Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $2M per occurrence and general aggregate, and Umbrella Coverage in the amount of $1M. General Liability, Automobile Liability, and Worker’s Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing Your Company as the certificate holder for one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement serves as SSMC’s official offer of work. Upon signature, this Agreement and all accompanying exhibits or attachments constitute the entire Agreement between the Parties and will supersede any prior Agreements (whether oral or written) for the associated Services. No prior representations, statements, or inducements made by either SSMC, You, or the respective agents of either that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both Parties. Once the signed Agreement is received, SSMC will NOT accept any additional contractual documents unless it is an amendment to this Agreement. All amendments will be incorporated by reference in the Agreement and signed or initialed on behalf of both Parties.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

Engineering, Design, Permitting, & Services for Utility Conveyance Systems Upgrades & Expansions	2025-13
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 05/27/25 City Bid Number: RFQ-23-13-COC AMOUNT: $ 296,345.94

Vendor Name: Carollo Engineers, Inc. Quote/Proposal Number:

Dept. Number/Division Name: 421-4055

Project Name: Sellers WRF Blowers Replacement Project Number: WS25AB

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: $ 296,345.94 Total Revised Amount including all Amendments: $ 296,345.94

Total number of Amendments including this one:

Scope of Services; Justification for Amendment

Jerry Sellers WRF utilizes three blowers which supply processed air to the aeration basins which are conveyed via a F-configuration air header manifold. Staff has noted several challenges associated with the blowers and the air header manifold. It was recommended in the Wastewater System Capital Plan Update(2022) to replace the three blowers with new centrifugal blowers and replace the distribution system to a more efficient design for the Plant's needs. This proposal is for the Blowers & Distribution system's Design, Permitting, and Bidding Services.

Design is Construction Related: ☑ YES ☐ NO ☐ N/A Good Faith Estimate of Construction Value: $ 1,800,000.00

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

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

Joshua Frary Digitally signed by Joshua Frary Date: 2025.06.10 09:06:38 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2025.06.10 12:36:14 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2025-13

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Brian Dale Digitally signed by Brian Dale Date: 2025.07.02 17:14:23 -04'00'

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

1) Requestor: Completes form and forwards all supporting documentation to Department Director.

2) Dept. Director reviews and approves, forwards Task Order and all supporting documentation to purchasing@cocoafl.org. (Subject Line to read: TO-VENDOR NAME Task # (if previously requested) PRICE-DEPT-DIV.)

3) Purchasing assigns Task Order Number and emails link that contains Task Order and all supporting documentation to the Purchasing Manager.

4) Purchasing Manager reviews and approves, uploads approved Task Order Form.

5) Task Order and all supporting documentation is forwarded to the City Manager for review and approval for Purchases not exceeding $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, Task Order and all documentation is forwarded back to Requestor who must then initiate an agenda item for City Council Approval. Once approved by City Council the City Clerk will have the Mayor sign both the Task Order Form and the Proposal if applicable and forward copies to purchasing@cocoafl.org.

6) Purchasing logs, the Task Order in the database and forwards fully executed Task Order and all supporting documentation back to Requestor.

CONTINUING SERVICES AGREEMENT

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 31st day of July 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Carollo Engineers, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose principal address is 2795 Mitchell Drive, Walnut Creek, CA 94598.

WITNESSETH:

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

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

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

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

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

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

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

c. "Engineer" shall mean Carollo Engineers, Inc., a Delaware corporation, and its principals, employees, resident project representatives (and assistants).

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

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

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

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

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

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Task Proposal, 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, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City Wastewater project and may contain written terms and conditions which are deemed supplemental to this Agreement. Engineer shall be entitled to request updates to the hourly rate schedule in **Exhibit "A"** for each renewal term after the initial three (3) year term delineated in Section 1.1 hereunder, which may be accepted by the City Council.

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

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for 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 identified in **RFQ Q-23-13-COC**, which is incorporated herein by this reference as **Exhibit "B"**. The Engineer's Response to RFQ Q-23-13-COC is incorporated herein by this reference as **Exhibit "C"**.

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

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

2.6 No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

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

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

4.0 SCHEDULE

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

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

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

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

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

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

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

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

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

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

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of

any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

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

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

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

6.0 RIGHT TO INSPECTION

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

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

7.0 PROGRESS MEETING

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

8.0 SAFETY

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

9.0 REASONABLE ACCESS

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

10.0 INSURANCE

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

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $50,000.00. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $5,000.00, 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 minimum amount of $1,000,000.00 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. Worker's 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 ten (10) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article l0.l.b and l0.l.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the 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. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

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

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities 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. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal top complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that

such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

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

14.0 DOCUMENTS

14.1 Public Records. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

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

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

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

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

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

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

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. 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 City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

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

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee 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. Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

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

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

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

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

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

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

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

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0 Default; (b) Engineer fails to comply with any condition or provision of this Agreement; (c) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement; or (d) Engineer makes a general assignment for the benefit of its creditors, without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agencyprovided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

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

21.0 HEADINGS

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

22.0 SEVERABILITY

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

23.0 WAIVER AND ELECTION OF REMEDIES

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

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

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer. No person or entity not a signatory to this Agreement shall be entitled to rely on the Engineer's performance of its services hereunder, and no right to assert a claim against the Engineer by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Engineer's services hereunder.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

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

27.0 NO JOINT VENTURE

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

28.0 ATTORNEY'S FEES

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

29.0 COUNTERPARTS

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

30.0 DRAFTING

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

31.0 NOTICE

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

For Engineer:

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

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

(321) 433-8698 Fax

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

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

32.0 SOVEREIGN IMMUNITY

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

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

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

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

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

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers, harmless from any and all claims, injuries, liabilities, damages,

losses, costs or suits, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

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

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

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

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

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

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way

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

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

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

37.0 ADDITIONAL ASSURANCES

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

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

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

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

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

38.0 E-VERIFY

38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer 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.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

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

CITY:	**ENGINEER:**
CITY OF COCOA	**CAROLLO ENGINEERS, INC.**

By: _____
Stockton Whitten,
Print Name/Title: City Manager

ATTEST:

By: _____ for
Carie Shealy, City Clerk

By: _____
Infrastructure Design Manager/
Print Name/Title: Vice President

By: _____

Print Name/Title: Project Manager/ Associate

EXHIBIT A
ENGINEER'S RATE SCHEDULE

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

CITY OF COCOA

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS
Q-23-13-COC

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$130.00	E.I.	0-2
Assistant Professional ES II	$145.00	E.I.	3-4
Professional ES III	$160.00	P.E.	5-6
Professional ES IV	$180.00	P.E.	7-8
Project Professional ES V	$195.00	P.E.	9-10
Project Professional ES VI	$220.00	P.E.	11-12
Lead Project Professional ES VII	$250.00	P.E.	13-14
Senior Professional ES VIII	$275.00	P.E.	15-20
Principal Professional ES IX	$295.00	P.E.	20+
Engineering Technicians			
Technician ET I	$75.00		
Technician ET II	$85.00		
Technician ET III	$90.00		
Technician ET IV	$110.00		
Senior Technician V	$125.00		
Senior Technician VI	$140.00		
Senior Technician VII	$160.00		
Senior Technician VIII	$175.00		

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Construction Inspection			
Inspector	$140.00		
Resident Engineer	$190.00		
Construction Manager	$215.00		
Office Staff			
Admin/Clerical	$85.00		
Word Processing	$105.00		

Notes:

(1) All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.

(2) Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

EXHIBIT B
RFQ Q-23-13-COC

REQUEST FOR QUALIFICATIONS (RFQ)

City of Cocoa, Florida
ENGINEERING SERVICES
FOR
WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS

BID NO. Q-23-13-COC

Published Wednesday, February 22, 2023

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CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

1. INTRODUCTION

The City of Cocoa (hereinafter referred to as "City") is requesting Statements of Qualifications from qualified engineering firms in the state of Florida to provide the City with assistance regarding the anticipated design, permitting, and construction projects for the Wastewater System. The City's objective is to select one engineering firm (also referred to herein as "Consultant") to serve as the engineering firm that will be required to assist the City in design, permitting, and any other engineering related services for the Wastewater System.

The City reserves the right, at its sole discretion, to select among the Respondents of this RFQ, or through other bidding procedures, other engineering/consulting firms to handle identified Wastewater System projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act (CCNA) process as mandated in F.S.287.055 and the City of Cocoa Purchasing Policy.

RFQ DUE DATE & TIME: Tuesday, April 11, 2023. Qualifications packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located at the reception desk in the lobby of Cocoa City Hall will be the official authority for determining the time that packages are received and for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope or package. Respondent shall mark response envelope: **RFQ No. Q-23-13-COC ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS.** Respondent's name and return address must be clearly identified on the outside of the envelope.

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-VIII. Submittal requirements are further detailed in part 8 of this RFQ. Each section will be separated using divider tabs and bound. Three (3) additional paper copies are to be provided along with a USB drive containing a complete electronic copy of the submittal in pdf format must also be included.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Responses submitted by facsimile or electronically will NOT be accepted. Responses which do not comply with these requirements may be rejected at the option of the City. It is the respondent's responsibility to ensure that all submittals are in accordance with all addendums issued, if any. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The RFQ and any Addendums are available online using the Vendorlink bidding platform at https://www.myvendorlink.com/. Users will be required to sign up for a free account in order to access the solicitation material.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Brian Dale, Purchasing Manager, Purchasing & Contracts Division at (321) 433-8833 or purchasing@cocoafl.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the City of Cocoa, 65 Stone St., Cocoa FL 32922, Attention: Brian Dale, Purchasing Manager, Purchasing & Contracts Division. Questions may also be sent via e-mail to purchasing@cocoafl.gov. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response. **The deadline for questions is Wednesday, March 15, 2023 at 5:00pm.**

ANTI-LOBBYING PROVISION

COMPANIES AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE RESPONDENT, SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OF THE SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

2. STANDARD TERMS & CONDITIONS

1.1. ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the City of Cocoa. The City may award sections individually or collectively, whichever is in its best interest, unless the Respondent only intends to respond for the contract in its entirety.

1.2. ASSIGNMENT - Neither the contract nor payment due pursuant to this RFQ may be assigned. Any attempt to assign the responsibilities and payment under this RFQ without the express prior written consent of the City of Cocoa shall be grounds for termination of the Contract.

1.3. AWARD - Award shall be generally made to the engineering firms that demonstrate technical capability while most closely meeting the City's needs according to the evaluation criteria and factors designated in the solicitation and under the CCNA. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondent(s) negotiating acceptable terms under an Engineering Services Contract. **While not included as part of the ranking of Respondent(s) in the CCNA process**, **Respondents are hereby notified that should a Respondent be selected to negotiate a Contract with the City, the City will be paying significant attention to cost of services being offered. The successful Respondents shall be**

those that are not only the most qualified firm, but the firm that has also agreed to rates, fees and charges that the City of Cocoa deems to be fair, reasonable and competitive in the market place. If the City pursues competitive negotiations with your firm and the City can not agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm until the City has awarded a Contract or rejected all of the proposals at its sole discretion.

2.1. OTHER AGENCIES – All Bidder(s) awarded contracts as a result of this RFQ may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

2.2. CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or Contract from which any agent, officer or employee of the city or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or Contract, the Council shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

2.3. CONSULTANT'S PROJECT MANAGER AND PROJECT ENGINEER – The Consultant will designate a Project Manager and Project Engineer in their submittal response to the RFQ. Both of these positions shall be qualified licensed professional engineers in the State of Florida. The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administering all aspects of Services to be performed under this Contract. The Project Engineer shall be the lead technical resource on the assigned projects responsible for technical elements of the design and quality control. Replacement (including reassignment) of said Project Manager or Project Engineer shall not be made without the prior written approval by the City.

2.4. DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and submittal requirements and the successful response shall be held accordingly.

2.5. DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a Contract to provide goods or services to a public entity, may not submit a response on a Contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a Consultant, supplier, sub-consultant, or consultant under any Contract with any public entity, and may not transact business with any public entity.

2.6. ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's qualifications and ability to fulfill the requirements of the RFQ.

2.7. F.O.B. POINT - Products and materials related to the project are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

2.8. INFORMALITIES - The City of Cocoa reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

2.9. INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

2.10. INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the purchasing manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential Respondents. No interpretation shall be considered binding unless provided in writing by the City of Cocoa.

2.11. NON-DISCRIMINATION - The successful Respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

2.12. PATENTS AND COPYRIGHTS - The Respondent will agree to hold harmless the City of Cocoa, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements. Also, the City and any Federal awarding agency funding any part of the Contract with the successful Respondent reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City and Federal Government purposes the copyright in any work developed under the Contract any rights of copyright that the Respondent has purchased ownership with funding from the Contract. In addition, with respect to any discovery or invention which arises or is developed in the course of or under any Contract with the City, the City shall retain ownership rights to any patent based on such discovery or invention unless otherwise agreed to by the City's City Council.

2.13. PAYMENTS - Upon acceptance of work by using department of the City, employees and others, it is understood and agreed that orders and services shall be shipped and performed at the established Contract prices. Invoicing in variance with this will subject the Contract to cancellation. The City shall make payment to the Consultant in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Consultant when requested to do so by the using City department. Unless otherwise directed in the Contract for services, **all invoices shall be directed to the Accounts Payable Section, City of Cocoa, 65 Stone St., Cocoa, FL 32922, with a copy directed to the City department using the services.**

NOTE:ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

2.14. PUBLIC ENTITY CRIMES - As required by section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or

consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

2.15. PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes (The Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFQ response and under any awarded Contract shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. In addition, the Respondent shall make available to the City (and if any part of any Contract awarded under this RFQ is funded by the Federal government, the Federal Grantor agency, the Comptroller General of the United States), or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any Contract awarded under this RFQ for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be retained for a minimum of three (3) years after the City makes final payment under the Contract awarded under this RFQ and all other pending matters are closed by the City.

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 CUSTODIAN OF PUBLIC RECORDS AT: (321) 433-8484; cshealy@cocoafl.org; City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

2.16. TAX EXEMPTIONS - The City of Cocoa is tax exempt. The City of Cocoa's tax-exempt number is 85-8012621548C-8.

2.17. TERMINATION FOR CAUSE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall be subject to termination in the event that the Respondent breaches the Contract, or Respondent fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Respondent is declared bankrupt or insolvent, or Respondent is found to have committed fraud or any other unlawful act against the City or another party. The City may, upon written notice to the Respondent, terminate the right of the Respondent to proceed under the Contract, and may hold the Respondent liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Respondent under the Contract shall, at the option of the City, become the City's property and the Respondent shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Respondent, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Respondent, and the City may withhold

any payments to the Consultant for the purpose of setoff until such time as the amount of damages due to the City from the Respondent can be determined.

2.18. TERMINATION FOR CONVENIENCE: If a Respondent is awarded a Contract under this RFQ, the successful Respondent is hereby on notice that the Contract shall also be subject to termination for convenience by the City. The City reserves the right, in its best interest as determined by the City, in its sole discretion, to cancel the Contract by giving written notice to the Respondent thirty (30) days prior to the effective date of such cancellation.

2.19. TIME FOR CONSIDERATIONS – All Proposals will be considered after the time and date set for the opening of the Proposals and for a period up to ninety (90) days thereafter.

2.20. TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will only be considered trade secrets in accordance with Florida law. Respondent must mark any trade secret information submitted to the City as Confidential prior to such submittal. If a Respondent fails to submit a claim of trade secrets to the City before obtaining the City's Contract, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (section 119.01, Florida Statutes).

3. SPECIAL CONDITIONS

3.1. ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective Respondents who are recorded with the City as having received an original Request for Qualifications. Addenda information will be posted on Vendorlinkathttps://www.myvendorlink.com/. Respondents are responsible to check this location for updates.

3.2. COMMITTEE MEETINGS/PRESENTATIONS INFORMATION: The Notice of Committee Meetings/Presentations is generally posted at least seventy-two (72) hours in advance of such meetings/presentations. However, the City reserves the right to hold Committee meetings with less notice if necessary upon reasonable notice. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 65 Stone St., Cocoa, FL 32922; or on the City's Web Page http://www.cocoafl.org, under the City Clerk. City Council meetings, at which matters regarding this RFQ may be considered, are noticed by the City Clerk's office under the general rules and procedures of the City Council.

3.3. INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent (Consultant) acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of Contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Consultant shall indemnify, hold harmless and defend the City of Cocoa and its elected and appointed officers, agents, officials, attorneys, representatives and

employees (hereinafter the "City") from and against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to reasonable attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agent(s), vendors, representatives, servants, employees, or other persons employed or utilized by the Engineer in the execution, performance or non- performance or failure to adequately perform Consultant's obligations pursuant to this RFQ and any subsequent contract, including any Task Order.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification, the Consultant 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."

3.4. LIMITATION OF LIABILITY STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of Contract award:

"The City desires to enter into this Contract only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Contract, so that the City's liability for any breach never exceeds the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Respondent expresses its willingness to enter into this Contract with the knowledge that the Respondent's recovery from the City to any action or claim arising from the Contract is limited to a maximum amount of the sum of any Contract amount that is owed by the City for services actually performed by the Respondent to the City's complete satisfaction, and in no case shall exceed the amount provided in Section 768.28, Florida Statutes. Nothing contained in this paragraph or elsewhere in this Contract is in any way intended either to be a waiver of the limitation placed upon the City's 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."

3.5. PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental Contract and issuance of an appropriate amendment to the Contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the Respondent. The City will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

3.6. REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The City

reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Police Department or its designees.

3.7. TERMS: Contracts awarded and entered into under this RFQ shall be contracts for continuing engineering services under which project or task orders will be issued subject to deadlines mutually agreed to by the parties. The term of any Contract will not exceed three (3) years with two (2) two (2) year renewals. However, the City will reserve the right to extend the Contract beyond that period if the City Council determines that extension is required based upon public necessity to complete a pending task related to this RFQ or as otherwise deemed necessary in the best interests of the City at the City's sole discretion. Selected Consultants will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant.

3.8. TRUTH-IN-NEGOTIATIONS: Pursuant to section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in section 287.017, Florida Statutes for CATEGORY FOUR, the City shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

3.9. PROHIBITION AGAINST CONTINGENT FEES: Each contract entered into by the City for professional services must contain a prohibition against contingent fees, which reads as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For each 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.

4. STANDARD INSURANCE REQUIREMENTS

All qualified firms MUST provide written proof of insurance and demonstrate that they maintain all applicable insurance coverage as specified below as a condition precedent to contracting with, and performing any work for, the City of Cocoa. **Copies of all applicable current insurance certificates must be attached to the Respondent's submittal.**

Excluding professional liability policies which prohibit naming the City as an additional named insured, the Certificate of Insurance must be made to the City of Cocoa, 65 Stone St., Cocoa, FL 32922 and should reference the operation and must name the City as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa.

All Certificates of insurance shall be approved by the City **prior** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

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

It is required that individuals and firms Contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

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

It is required that individuals and firms contracting with the City of Cocoa, where the total Contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000.00 and with a deductible not greater than $5,000. It is further required that the City of Cocoa be named as an additional insured to the Consultant's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

4.3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa who own licensed motor vehicles that will be utilized in connection with any City contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any City contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

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

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance in a minimum amount of $3,000,000.00 per occurrence and in the aggregate, with a deductible not greater than $50,000.00.

4.5. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

4.6. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms must demonstrate that they have worker's compensation coverage at levels required by Florida law.

5. GENERAL INFORMATION

The City is requesting Statements of Qualifications (known as "the proposal") from qualified consulting firms in the state of Florida. In addition, the City reserves the right, at its sole discretion, to select among the Respondents of this RFQ or through other procedures, other engineering/consulting firms to handle component parts of the anticipated utility projects if the City deems it in the City's best interests to do so. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in Section 287.055, Florida Statutes and the City of Cocoa Purchasing Policy.

The engineering firm selected will serve as the City's consultant for its wastewater collection, treatment, and disposal systems including, but not limited to, the services described in the Scope of Services. The selected consultant will enter into a three (3) year Contract with two (2) optional two (2) year renewals with the City if recommended by City staff after successful contract negotiations and approved by City Council in its sole discretion. However, the Consulting Professional Services Agreement shall be subject to termination for convenience by the City. The City reserves the right to select one or more consultants. Once under Contract, the City will award work on a task order basis to the contracted engineering firm. The City reserves the right to award task orders at the City's sole discretion as it deems to be in the City's best interest.

The selected engineering firm will be required to enter into an Engineering Continuing Services Contract in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City, in its sole discretion, to be fair, competitive and reasonable. Under no circumstances whatsoever shall a contract be formed between the City and a selected consultant until such time the written agreement is approved by the City Council at a public meeting and executed by the consultant. Respondents are required to list and introduce by resume and during presentations all lead members of their team and there will be specific requirements for the engineering firm's selected project manager and project engineer.

6. SCOPE OF SERVICES

Background:

The City's wastewater and reclaimed water systems serve a population of approximately 19,000 people within the 4,400-acre service area. An average of approximately 2.2 million gallons per day (MGD) of wastewater is generated in the service area, collected in approximately 74 miles of gravity sewer and 50 miles of force mains, and pumped by 57 publicly-owned lift stations to the Jerry Sellers Water Reclamation Facility (WRF), which is a biological nutrient removal facility with tertiary treatment. Reclaimed water produced at the WRF is stored on-site in two 1.5-million-gallon (MG) ground storage tanks (GST), one 5-MG GST, and is distributed through approximately 80 miles of reclaimed water mains including an off-site elevated storage tank. The City has multiple methods to provide supplemental reclaimed water during dry periods, or reject excess reclaimed water during wet weather events.

Scope:

The selected engineering firm may be asked to perform any engineering services related to the wastewater system. The engineering services that are required shall include, but are not limited to, the following:

1. Engineering evaluation and design of reclaimed and wastewater piping (including yard piping and collection system piping), pump stations (including lift stations and plant pump stations), coatings (including piping and structures), internal and external piping condition assessment, disposal methods, supplemental wells, biosolids disposal, electrical components, treatment facility components and processes with significant focus on modifications, refurbishments, maintenance, expansions, structural analyses, and other treatment facility improvements. Professional services may require the need for the following engineering disciplines: civil, environmental, mechanical, structural, electrical, instrumentation and controls, and others.
2. Design Services
    a. 30 percent design completion submittals
    b. 60 percent design completion submittals
    c. 90/100 percent design completion submittals
    d. Value engineering and coordination with Construction Managers at Risk (CMARs)
3. Bidding and Procurement Support Services
4. Construction Phase Services
    a. Engineering Services during construction such as shop drawing review, responses to requests for information, and progress meeting management, coordination with CMARs
    b. Periodic site visits
    c. Testing
    d. Certification of Construction
    e. Record Drawings
    f. Resident Engineer, if required
    g. Construction Management and Inspection, if required
    h. Startup assistance/training
5. Design, support, and implementation for SCADA services and other Instrumentation and Controls (I&C) infrastructure per the City's Control Systems Configuration Standards. The Plant is currently using VTSCADA for their SCADA platform.
6. Planning to include: long-term master planning and Capital Planning Improvement development and support for the wastewater system, validation, prioritization, scheduling, probable cost determinations, and coordination with various planning agencies
7. Permitting Services to include items such as:
    a. Permit compliance related to wastewater, reclaimed water, supplemental ground water, and surface/storm water supplies
    b. Plant Operating Permit Renewals and/or Updates as needed
8. Environmental impact assessments, including wetlands monitoring, associated with the development and operation of wastewater facilities
9. Assistance in regulatory negotiations with the St. Johns River Water Management District, the Florida Department of Environmental Protection, and other regulatory agencies associated with the development and operation of wastewater facilities
10. Plant process assessments and investigation services
11. Asset management and condition assessment assistance including operation and maintenance studies. The plant utilizes a computerized maintenance management system

and the Field Operations group utilizes GIS software to track asset management and maintenance functions
12. Cost Estimating Services
13. Planning Evaluations/Studies
14. O&M Manual Preparation, if required
15. Wastewater system hydraulic modeling to include gravity, force, and reclaimed water mains
16. GIS Support
17. Materials Testing
18. Bench/Pilot testing when necessary
19. Geotechnical Investigations
20. Surveying Services
21. Assistance in communication with equipment vendors and suppliers and analysis of equipment recommendations/evaluation
22. Grants Assistance and state/federal funding assistance
23. Miscellaneous services including public relations assistance, design review, and program management services
24. Additional services as requested

NOTE: Any of the services referenced above may be tasked to the selected engineering firm or another engineering or consultant selected by the City at its sole discretion. The City reserves the right to solicit proposals for any project and award a Contract for consulting services for such project separate and apart from the Contract entered into pursuant to this RFQ.

7. NOT USED

8. RFQ SUBMITTAL DOCUMENTS

For the response to be considered complete and timely, Respondent must submit ONE (1) original marked "ORIGINAL", One (1) USB copy, and Three (3) paper copies of the proposal must be received by the City of Cocoa on or before 3:00 P.M., Tuesday, April 11, 2023

The submission will be comprised of the Response Cover Page followed by the required documents in Sections I-VIII. Each section will be separated using divider tabs and bound. A USB drive containing a complete electronic copy of the submittal in pdf format must be included.

Respondents must include the following information in their proposal:

RFQ Submittal Acknowledgement: Respondent will complete the acknowledgement and agree to the terms and conditions therein.

Section 1 - Cover Letter: The response shall contain a cover letter signed by a person who is authorized to commit the Respondent's offer to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **(Limited to 2 pages)**

Section 2 - Table of Contents: The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page. **(Limited to 2 pages)**

Section 3 - Company/Firms and Subconsultant Qualifications and Capabilities: The Company Qualifications and Capabilities section of the proposal shall be **limited to four (4) typewritten pages**. The purpose of this section is to provide a brief discussion of Respondent's business history and description of the firm's abilities and capabilities to perform Tasks described in the RFQ. The section should also include a summary of current and projected workload of the project team including the designated project manager and project engineer and statements addressing the following:

1) Responsiveness of the prime firm to satisfy the requirements of this RFQ, especially the Scope of Services and Minimum Qualifications set forth in Section 6 and 7;
2) The sufficiency of the financial resources and ability of the firm's personnel to perform the Contract or service;
3) Whether the firm has performed similar Contracts within the time and budget specified, without delay or interference;
4) The character, integrity, reputation, judgment, experience and efficiency of the firm;
5) The previous and existing experience and compliance by the firm with the laws and ordinances relating to the scope of services;
6) The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and
7) Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

Section 4 - Project Team Qualifications and Experience: The Project Team Qualifications and Experience section of the proposal will be **limited to 8 pages** and shall include the following:

- Provide an overview of the project team qualifications and experience **(Limited to 1 page)**
- Provide an organizational chart designating Consultant's Principal-In-Charge, Project Manager, Project Engineer, Key Personnel and any sub-consultants. **(Limited to 1 page)**
- **Prepare Form A for the Proposed Project Manager**. Form A requires the consultant to provide three (3) projects demonstrating the proposed project manager's experience. List up to three SIMILAR PROJECTS, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed Project Manager has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT MANAGER ONLY AS INDICATED ON THE ORGANIZATIONAL CHART. The Consultant shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.
- **Prepare Form B for the Proposed Project Engineer.** List up to three (3) similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely match the scope of work in this RFQ, as identified in similar project description, wherein the proposed project engineer has performed IN THE SAME CAPACITY with your firm, or other firms. LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED in the Organizational Chart. The Proposer shall ensure that the basic description of the similar project, including all

required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text.

Section 5 - Past and Present Experience and Performance on Projects. The experience and performance on Projects section of the proposal will be **limited to 6 pages** and shall include the following:

- Provide a summary of project team's experience on projects **(Limited to 1 page)**
- **Prepare Form C for the Proposed Project Team.** List up to five similar projects, (one project per page), for which services have been SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS, which most closely matches the scope of work in this RFQ. The Respondent(s) shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are *identified* and that the elements are adequately explained in the text. **(Limited to 5 pages as Form C)**

Section 6 - Project Approach: The purpose of the Project Approach is to provide preliminary insight into how the Respondent would sequence work, manage multiple projects, effectively communicate with the City, provide quality assurance and quality control, and provide innovative ideas and approach. **(Limited to 3 pages)**

Section 7 - Resumes: Resumes of key personnel on the project team indicating specific skills and experience related to the scope of work of the RFQ. **(Limited to 5 pages)**

Section 8 - Required Proposal Submittal Forms and Statements: This section of the proposal is where the following forms and statements will be located. Use the RRQ form template where provided

1) Location **(form provided)** The Company/Firm's office, and the residences of both the Project Manager, Project Engineer shall reside within 75 miles of the City of Cocoa defined as City Hall, 65 Stone Street, Cocoa, Florida. Section 7 will require only the Affidavit of Project Manager and Project Architect or Engineer Location
2) Affidavit of Existing or Prior Contracts with the City **(form provided)**
3) Affidavit of Other Applicable Mandatory Criteria **(form provided)**
4) Scrutinized Company Certification **(form provided)**
5) Drug Free Workplace Form **(form provided)**
6) Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions **(form provided)**
7) Non-Collusion/Lobbying Certification **(form provided)**
8) Organizational Information **(form provided)**
9) E-Verify Affidavit **(form provided)**
10) FEMA Rider **(form provided)**
11) Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement **(form provided)**
12) Business Reference List **(form provided)**
13) Standard Terms and Conditions/Special Condition Modification Requests **(Proposer provided letter detailing exceptions)**
14) Copy of business licenses
15) Certificates of Insurance (see RFQ terms 4.1-4.6)
16) If applicable, Minority Business Enterprise certification

These materials will not be counted against the submittal's total page limit provided that they are all collected under a separate tabbed section of the submittal and labeled 'Required Proposal Forms and Statements'.

Written Response to the RFQ: When compiling the responses, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals **should NOT be permanently bound**; should allow flat storage; and sections should be compiled in the sequence list above. **The Maximum number of pages shall be 33 pages**, not including tabs/dividers nor Section 8 the "Required Proposal Submittal Forms and Statements" section.

9. RFQ TIMELINE

The City reserves the right to establish and change the schedule of the RFQ process at any time, with or without notice and without penalty. However, the **anticipated** schedule for this RFQ is as follows:

Solicitation Schedule

STEP	STAGE	DATE
1	RFQ Issued and Advertised	February 22, 2023
2	Deadline for Respondent Questions	March 15, 2023
3	Responses/Addendum Issued by City	March 29, 2023
4	RFQ Submission Deadline	April 11, 2023
5	Short List Selected for Presentations (if required)	April 27, 2023
6	Presentations (if required)	May 10, 2023
7	Final Ranking and Recommendation of Firms by Advisory Selection Committee	May 12, 2023
8	City Council consideration of ASC Recommendation and City Council's decision regarding Contract Negotiations	May 23, 2023
9	Contract Award by Council if negotiations successful	July 11, 2023

10. PRESENTATIONS

In general, the City wishes to avoid the expense to the City and to Respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top-ranked firms can be clearly identified by review of the written submittals alone, then the Advisory Selection Committee may schedule presentations.

If the City chooses to conduct oral presentations with one or more of the Respondents, the presentations will be held before the Advisory Selection Committee at a duly noticed meeting which may be open to the public. Minutes of the meeting will be prepared and the meeting shall be tape recorded in accordance with s. 286.0113, Florida Statutes. The following general guidelines will be used during the presentations:

The City will establish the presentation schedule and Respondents will be notified at least seven (7) calendar days in advance of the date, time and place of the presentations. Respondents are required to be available for the presentations and top members of the Respondent's team that will be working on and supervising the project are also expected to be present at the presentation and be available for questions.

The City will attempt to allot equal time for each Respondent divided into three sequential parts: (1) Introductory presentation by the Respondent (5 Minutes); (2) Questions and Answers between members of the ASC and the Respondent (10 Minutes); and (3) Brief closing remarks by the Respondent (5 Minutes). The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Advisory Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria, and factors set forth in the RFQ.

Oral presentations will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firm's, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFQ, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set forth in this RFQ.

After the presentations, the Advisory Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation session, and will likely occur at a subsequently noticed meeting of the Advisory Selection Committee. The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Advisory Selection Committee and make selection of Consultants for contract negotiations and the award of any and all Contracts under this RFQ. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFQ.

11. EVALUATION PROCEDURE AND CRITERIA

All responses will be subject to a review and evaluation process under the CCNA procedure set forth in the Florida Statutes. It is the intent of the City that all engineering firms and consultants responding to this RFQ who meet the requirements contained in this RFQ shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these

documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Submittals will be scored and weighted using the evaluation rating range table and cumulative point system (the maximum attainable score is 100 points) as follows:

1- Firm's Qualifications (Section III) – 23 Points

2- Project Team's Qualifications (Section IV, VII) – 25 Points

3- Experience and Performance (Section V) – 25 Points

4- Project Approach (Section VI) – 10 Points

5- Location of Firms Office, Project Manager and Project Engineer (Section VIII) – 15 Points

The Project Manager, the Project Engineer, and their office should reside within 75 miles of the City of Cocoa City Hall. If any listed above are located outside of the 75-mile radius, then zero points will be awarded.

6- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. (2 Points)

The City may, at its discretion, seek clarification of any aspect of a Consultant's submittal. Selection shall be made of the Consultants that demonstrate capability while most closely meeting the City's needs according to the requirements of this RFQ and the evaluation criteria and factors designated herein. Further, once the City Council approves a ranking of the firms, the award will depend upon the successful Respondents negotiating acceptable terms under a Consulting Professional Services Agreement. **While not part of the ranking part of the RFQ process**, **Consultants are hereby notified that should a Respondent be selected to negotiate a contract with the City, the City will be paying significant attention to cost of services being offered.** If the City pursues competitive negotiations with your firm and the City cannot agree on fair, competitive, and reasonable rates, fees, and charges for services required by this RFQ, the City will cease negotiations with your firm. The City will then commence negotiations with the next ranked firm or firms until the City has awarded a contract or rejected all the proposals at its sole discretion.

While the City intends to enter into a contract with the most qualified Consultant, subject to successful negotiation of acceptable terms of a contract, the City reserves the right to supplement the number of selected Consultants and enter into further additional contracts should certain areas of requested engineering expertise either (1) not be offered at all by the most qualified Consultant; or (2) if there are not an adequate number of engineering firms offering certain areas of expertise, in the City's sole discretion and determination.

12. OTHER APPLICABLE MANDATORY CRITERIA

The following represent additional mandatory criteria (See Section VIII):

1)The firm is licensed to practice in Florida and said license is in good standing.

2) The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFQ.
3) The firm adheres to the instructions and requirements in this RFQ in preparing and submitting the response including, but not limited to the Anti-Lobbying provision.

EACH RESPONDENT SHALL BE REQUIRED TO ADDRESS THE OTHER APPLICABLE MANDATORY CRITERIA IN WRITING AS PART OF THE RFQ SUBMITTAL PACKAGE. IF ANY OF THE FACTORS OR CRITERIA IS NOT APPLICABLE, THE RESPONDENT IS INSTRUCTED TO WRITE "NOT APPLICABLE" AS AN ANSWER.

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:

Wednesday, February 22, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:

Tuesday, April 11, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Vendor Name: Address: City, State, Zip: Primary Contact: Phone Number: E-Mail Address: FEIN Number:	List of Deviations (if any) attached Yes___ No___ If submitting a "NO RESPONSE", state reason: _____ _____

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies, and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-13-COC**

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]:

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Name of Respondent

Title

Authorized Signature

Date

SECTION I – COVER LETTER

SECTION II – TABLE OF CONTENTS

SECTION III – FIRM'S QUALIFICATIONS

SECTION IV – PROJECT TEAM'S QUALIFICATIONS

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 of 3)

Proposed Project Manager: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 of 3)

Proposed Project Manager: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 of 3)

Proposed Project Manager: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1of 3)

Proposed Project Engineer: Name: _____

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 of 3)

Proposed Project Engineer: Name: _____

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 of 3)

Proposed Project Engineer: Name: _____

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION V - PROJECT EXPERIENCE

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 of 5)

1. **Project Name:**
   Owner:
   Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 2 of 5)

2. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 3 of 5)

3. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 4 of 5)

4. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

FORM C: PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 5 of 5)

5. **Project Name:**
Owner:
Reference Name, Address, Phone Number, Email Address:

Project Description:

Design or Consulting Fee: _____
Design or Consulting Completion Date (month/year): _____
Construction Cost:_____
Construction Completion Date: _____
Firm: _____
Summary of Work:

SECTION VI – PROJECT APPROACH

SECTION VII – RESUMES

SECTION VIII – OTHER REQUIRED FORMS

BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1.Company Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

2.Company Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

3. Name_____
Contact Name and Title_____
Address _____
Phone Number _____
Duration of Contract or business relationship_____
_____
_____
_____
_____

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

2. **Current domicile of Project Engineer:**

Name	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

3. Firm's Office Location:

Company	
Address	
City, State, Zip	
County	
Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? ___Yes ____No	

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Authorized Signatory	**Name of Proposer**
Typed or Printed Full Name	**Date**
Title	

On this _____ day of _____, 20__, before me appeared (name)_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm)_____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(seal)

Date _____

State of _____

County of _____

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF _____

CITY OF _____

BEFORE ME**,** the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing

and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF _____

CITY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, who, after first being duly sworn, upon oath, deposes and says:

1. My name is _____ and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of _____ for _____ (hereinafter "Respondent") and have been employed by Respondent since _____.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa **RFQ Q-23-13 COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems** and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20___ by _____ [ ] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this _____ day of _____, 20___.

_____
NOTARY PUBLIC
Print Name:

_____
My Commission Expires:

Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

_____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Name of Vendor)

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this ____ day of _____, 20____, by _____ (name of person whose signature is being notarized) as _____ (title) of _____ (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:

_____ State of _____ at Large (Seal)
(Signature)

_____ My commission expires: _____
(Print Name)

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

A. 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 violations of such prohibition.

B. 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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 893, Florida Statutes, 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.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Authorized Signatory	Typed Name of Signatory
Title	Date
Witness Signature	Typed Name of Witness

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant 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 prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:	Date:
Signature of Authorized Certifying Official:	Title:

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

_____ whose business address is _____
[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above is _____.
[Please print name of individual signing]

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in `connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in**, Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Authorized Signatory	Typed Name of Signatory
Title	Date
Witness Signature	Typed Name of Witness

Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. or Social Security Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name:
_____

Mailing_Address:
_____

Telephone_Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

Authorized SignatoryPrinted Name

_____
Title_____
Date_____

E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) , a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. ***Equal Employment Opportunity***

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. 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.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(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 (b)(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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. 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.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. 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).

b. 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.

c. 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 of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer 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 any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. 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.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this

clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1.Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2.Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4.Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1.A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2.Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a.Are *not used* as a substantial or essential component of any system; *and*

b.Are *not used* as critical technology of any system.

2.Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment

or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, 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 this 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.

14. *DHS Seal, Logo, and Flags*

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

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1.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 an 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.
2.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 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.
3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***– Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name:
_____

Mailing Address:
_____

Telephone Number: _____ E-mail Address: _____

FEIN: _____ DUNS: _____ CAGE Code: _____ As issued through www.sam.gov

_____ _____
Authorized Signature Date

_____
Name of Respondent

_____
Title

EXHIBIT C
Engineer's Response to RFQ Q-23-13-COC

200 East Robinson Street, Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

CITY OF COCOA

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS
Q-23-13-COC

SCHEDULE OF PROPOSED RATES

CAROLLO ENGINEERS INC.

Individual classification for personnel hourly rates are as follows:

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Engineers/Scientists			
Assistant Professional ES I	$130.00	E.I.	0-2
Assistant Professional ES II	$145.00	E.I.	3-4
Professional ES III	$160.00	P.E.	5-6
Professional ES IV	$180.00	P.E.	7-8
Project Professional ES V	$195.00	P.E.	9-10
Project Professional ES VI	$220.00	P.E.	11-12
Lead Project Professional ES VII	$250.00	P.E.	13-14
Senior Professional ES VIII	$275.00	P.E.	15-20
Principal Professional ES IX	$295.00	P.E.	20+
Engineering Technicians			
Technician ET I	$75.00		
Technician ET II	$85.00		
Technician ET III	$90.00		
Technician ET IV	$110.00		
Senior Technician V	$125.00		
Senior Technician VI	$140.00		
Senior Technician VII	$160.00		
Senior Technician VIII	$175.00		

Labor Classification	Billable Hourly Rate ($/hr)	Description	Typical Years of Experience
Construction Inspection			
Inspector	$140.00		
Resident Engineer	$190.00		
Construction Manager	$215.00		
Office Staff			
Admin/Clerical	$85.00		
Word Processing	$105.00		

Notes:

(1) All copies, reproduction, subconsultant work, materials or equipment purchased or other direct costs shall be pass-thru cost only without mark-up.

(2) Travel is reimbursable at IRS rate for employees and specialists outside the Orlando office only.

Prepared for
City of Cocoa

carollo®



ENGINEERING SERVICES FOR //

WASTEWATER

Collection • Treatment • Disposal Systems

QUALIFICATIONS
IN RESPONSE TO
RFQ Q-23-13-COC

RFQ Submittal Acknowledgement



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

RFQ SUBMITTAL ACKNOWLEGDEMENT

Finance Department
Purchasing & Contracts Division
65 Stone St.
Cocoa, FL 32922

ISSUANCE DATE:

Wednesday, February 22, 2023

PROPOSALS MUST BE RECEIVED PRIOR TO:

Tuesday, April 11, 2023, 3:00PM

PURCHASING DIVISION CONTACT:
Brian Dale
(321) 433-8833
purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING AND SUBMIT THIS FORM WITH YOUR PROPOSAL		
Vendor Name:	Carollo Engineers, Inc.	List of Deviations (if any) attached Yes___ No X__
Address:	200 E. Robinson Street, Suite 1400	If submitting a "NO RESPONSE", state reason: _____
City, State, Zip:	Orlando, FL 32801	_____
Primary Contact:	Elisabetta Natale, PE, ENV SP	
Phone Number:	Ph: 407-377-2665 / M: 407-437-9778	
E-Mail Address:	enatale@carollo.com	
FEIN Number:	86-0899222	

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies, and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, **RFQ #Q-23-13-COC**

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

ENGINEERING SERVICES FOR WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFQ. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

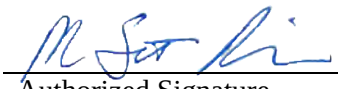
CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Addendum Acknowledgements [List addenda number and date]:
N/A

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

M. Scott Richards, PE
Name of Respondent

Vice President
Title


Authorized Signature

April 10, 2023
Date

Cover Letter



200 E Robinson Suite 1400
Orlando, Florida 32801
P 407-478-4642
carollo.com

April 11, 2023

Brian Dale, Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Subject: RFQ No. Q-23-13-COC | Professional Engineering Services: Wastewater Collection, Treatment, and Disposal Systems

CAROLLO PRIME
Responsible Office

200 E Robinson Street,
Suite 1400
Orlando, FL 32801
Ph: 407-478-4642

PRIMARY CONTACT

Elisabetta Natale, PE, ENV SP
Ph: 407-377-2665
M: 407-437-9778
enatale@carollo.com

Dear Selection Committee Members:

As aging infrastructure continues to be a challenge for most utilities, the City of Cocoa has been a steward of preventative and proactive maintenance of your collection system, setting a predictable and reliable future for its system and facilities. To continue on this mission of reliably serving the community, the City requires a consultant who understands your system, is responsive, and personally dedicated to working as part of the City's team to address rehabilitation needs and system optimization. The City of Cocoa needs a firm to partner with the City to support your needs in design, permitting, and other engineering related services for your wastewater system.

The Carollo team has a proven and successful history with the City. We have remained steadfast and dedicated, working as teammates to support the City through your wastewater needs.

BENEFITS CAROLLO BRINGS TO THE CITY

- **A Proven Partnership** — Carollo has consistently utilized our local team members on City projects, which has bestowed them with common system knowledge and a working relationship with the City. First and foremost, we listen – so we understand your challenges and your vision, then we establish plans as a team. We understand the importance of your time and will work to make the most effective use of it. As evidenced from past projects, we are a hands-on team who is eager to be in-field with your engineering and operations team for any sewer field operations (SFO) and Sellers Water Reclamation Facility (WRF) needs.
- **National Expertise, Local Commitment** — As presented in our project and team qualifications, Carollo brings national level expertise in wastewater related services through our local team of experts. This results in a local responsive team who understands the City's needs and brings national level wastewater expertise as needs arise.
- **Understanding** — The Carollo team has a great depth of knowledge of the City's facilities and processes. We understand the challenges faced at the Sellers WRF to dependably meet advance wastewater treatment effluent by July 1, 2025, the importance of reducing Inflow and Infiltration (I&I) in the collection system, and the importance of maintaining operations while facilities are rehabilitated or replaced. Just as critical, we understand the need to adhere to a schedule that meets regulatory deadlines, funding guidelines, and the importance of public outreach and community involvement.

We will provide project leadership from staff you know and trust (Scott, Elisabetta, and Kunal), prepared to utilize their knowledge to "hit the ground running" with any services you may need — no learning curve is required.

With local leadership, open communication, and a personal commitment, our team will be available for the City anytime via phone, text, email, or in-person. The team proposed on our organizational chart is the team who will work on your projects. As your principal-in-charge and project manager, we are committed to working as part of the City's team to find effective solutions and deliver our projects on-time and in budget. We look forward to continuing to work with you!

Sincerely,
CAROLLO ENGINEERS, INC.

Scott Richards, PE
Principal-in-Charge

Elisabetta Natale, PE, ENV SP
Project Manager

Attachment:
Statement of Qualifications (1 Original, 3 Copies, and 1 USB copy)

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Firm and Sub-consultant Qualifications



Firm Qualifications and Capabilities

The Carollo team will continue to deliver confidence, continuity, and innovation to the City of Cocoa — it's what differentiates us from others. In a world of generalists, a water specialist provides great value by delivering a depth of expertise not available from all firms.

Water is All We Do

Carollo's unwavering commitment to the water and wastewater industry has been a hallmark of the company since our inception in 1933. Our wastewater expertise includes the study, planning, design, and construction management (including CMAR) of every aspect of a wastewater system, from collection systems, to treatment facilities, and effluent management and disposal.

Our sole focus in the water/wastewater sector enables us to develop cost-effective, innovative, sustainable, and reliable solutions to help our clients. We currently maintain 51 offices in 22 states with more than 1,300 employees and are ranked within Engineering News Record's top 50 design firms. More importantly, ENR's Annual Source Book ranks Carollo among the top 10 firms for wastewater treatment nationally, and one of the largest firms in the US focusing exclusively on water and wastewater.



Carollo is the firm of choice for numerous Florida utilities for their **CONTINUING ENGINEERING SERVICES CONTRACTS**

A "Go-To" Local Firm Offering Superior Client Service

Carollo will continue to deliver your projects from our local Orlando office. Since our first Florida office opened in the year 2000, Carollo has progressed from the new kid on the block to the preferred "go-to" firm for numerous municipal utilities. The reason rests not with just the creative thinking we bring to our projects, or our depth of experience, but also with the manner in which our services are delivered. Frankly put, we are responsive to the needs of our clients, we customize our solutions to fit your needs (no cookie-cutter approaches), and we listen carefully to learn from your experiences and to understand your preferences.

Providing Responsive Service to the City of Cocoa

Our Orlando office is staffed with 47 employees, including 21 registered professional engineers all dedicated to municipal water and wastewater treatment, and related infrastructure. Our project manager, **Elisabetta Natale, PE, ENV SP**, and project engineer, **Kunal Nayee, PE**, both reside in the Orlando area and work in our local office.

> *"Based on our long history with Carollo and their key staff, we have confidence that they will bring the same level of service and quality to any project they work on."*
>
> **—Charles "Tad" Parker**
> **Assistant Manager of Engineering**
> **Orange County Utilities**

Subconsultant Management

Just as we partner with the City, we work with our subconsultants as partners. As a team partner, Carollo takes responsibility for our subconsultants and through our practice of a management approach that parallels that used with our own staff, every member of our team is held to the same rigorous standards of quality control and technical excellence.

Subconsultants on Carollo projects are included in all team progress meetings and provide our project managers with monthly progress updates, both in terms of percent-completion of their work and percent of budget expended/remaining. This enables the Carollo project manager to monitor subconsultant progress and budget status so as to anticipate slippages and scope of work inflation. As demonstrated on prior Cocoa projects, we have used this approach successfully on many projects, and we typically utilize subconsultants who have proven themselves time and again on our projects.

Carollo Subconsultant Team

We have assembled a team which provides diverse and complementary technical skills along with extensive knowledge and experience with the City of Cocoa, including Ardaman & Associates, Inc. (Ardaman), L&S Diversified, LLC (L&S), Environmental Science Associates (ESA), and Wekiva Engineering, Inc. (Wekiva). We have a strong and successful history working with these firms, including on some of your projects.

Ardaman & Associates | Geotechnical

Ardaman was founded in 1959 in Orlando and has become one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms. At present, Ardaman employs nearly 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. Ardaman has provided geotechnical engineering, construction materials testing and inspection support services for numerous central Florida municipal utilities and currently serves as part of Carollo's team for this contract.

L&S Diversified | Surveying

Faster. Better. Stronger.

L&S (M/WBE-certified) is a Florida-based company fully integrated firm positioned to survey, map, model, and designate utilities for governments, businesses, and organizations in the state of Florida. They provide surveying and mapping, construction surveying, LiDAR and subsurface utility engineering to the private development, environmental, energy, and government markets. L&S has successfully completed numerous water and wastewater treatment facility and conveyance systems projects working with Carollo and for the City.

ESA SCIENTISTS | Environmental

ESA brings proven investigative skills as well as years of experience in the areas of habitat functional analysis, wetland delineation, permitting, listed species coordination, mitigation planning and implementation, and other specialties. Having worked closely with key agencies, facilitating invaluable working relationships with regulatory staff has led to more constructive negotiations with agency staff and the ability to carry out project plans in a predictable and cost-effective manner. ESA stays ahead of regulatory changes and are knowledgeable of statutory and legal decisions that impact permit processes.

Wekiva Engineering | Structural

Wekiva provides structural engineering services to an array of industry sectors, which include water and wastewater facilities, solid waste facilities, and commercial buildings. Their highly experienced and talented engineers have been providing cost-effective solutions and exceptional results for clients throughout Central Florida. Their experience enables them to solve engineering problems with simplicity and innovation. They are very proficient in the various applicable design and building codes allowing them to apply effective and proper solutions early in the design stage. Wekiva's engineers frequently work with contractors providing value engineering ideas and solutions.

Financial Stability

The financial stability of Carollo is demonstrated by 90 years of successfully providing engineering services to our clients. We have maintained a high level of fiscal responsibility throughout the years. We have a comprehensive suite of insurance policies covering our professional services and general liability. Each year Carollo undergoes a full audit, a summary of which can be provided upon request.

Similar Contract Performance - Meeting Client's Time and Budget Goals

Our team has worked for numerous publicly-owned wastewater utilities on many projects similar to the projects likely to be assigned under this engineering services contract. Our proven project and quality management methods, and lines of communication have helped us to successfully deliver your projects on time and on budget. Elisabetta Natale, one of our most successful project managers, will continue to serve as your trusted point of contact and work closely with our project team to exceed your needs and expectations on each project.

Our Reputation: Innovation, Responsiveness, and Integrity

More than 60 Florida municipal utilities, many similar to Cocoa in size, have turned to Carollo to complete some of their most important and strategic projects—many of which have since written letters of commendation specific to our responsiveness and innovation. When you contact our references, we are confident you will hear phrases describing our reputation and character that include the words "innovation," "responsiveness," "trust," experienced," "good judgment," and "integrity."

Litigation History

Carollo has been involved in the following claims related to services rendered that were made against the firm within the last five (5) years:

- In 2018, Carollo, the construction contractor, and a client were the subject of a lawsuit filed by property owners along a sewer interceptor realignment project where construction operations extended beyond the originally projected construction completion date. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2019, Carollo and several other large water engineering firms doing business in Florida were sued by a private citizen who has a history of suing governmental entities (i.e., his most recent lawsuit was against the Federal Reserve). The overall allegations of the citizen center around claims that Carollo was working with the other noted water firms to hide an alleged underground water source on the plaintiff's/citizen's property from our Florida clients. The lawsuit was dismissed.
- In 2020, Carollo and their joint venture partner were the subject of a lawsuit filed by a client related to tank corrosion as part of a design-build project completed in 2005. The matter was submitted to mediation and thereafter settled with no admission of fault by Carollo.
- In 2021, Carollo was the subject of a lawsuit filed by a client related to the replacement of trickling filter media as part of a wastewater treatment plant rehabilitation project. Carollo denies responsibility for any of the claims. The lawsuit is in progress.
- In 2021, Carollo and the construction contractor were the subject of a lawsuit filed on behalf of a client via subrogation by their insurance carrier related to ozone equipment installed as part of a new surface water treatment plant project. The lawsuit was dismissed.

MBE - Encouraging The Use Of DBE/SBE/MBE/WBE Firms

Although not a minority or disadvantaged firm ourselves, Carollo has a long history of meeting and exceeding DBE/SBE/MBE/WBE participation goals on projects. Carollo uses our knowledge, expertise and our connections with the subcontractor community to build a strong, capable team. We understand how DBE/SBE/MBE/WBE participation goals are critical to owners' funding programs, but also recognize how these firms contribute to the local business community and our industry at large. We are committed to inclusive participation and believe our efforts will produce positive benefits for this project as well as long-lasting effects for the City of Cocoa.

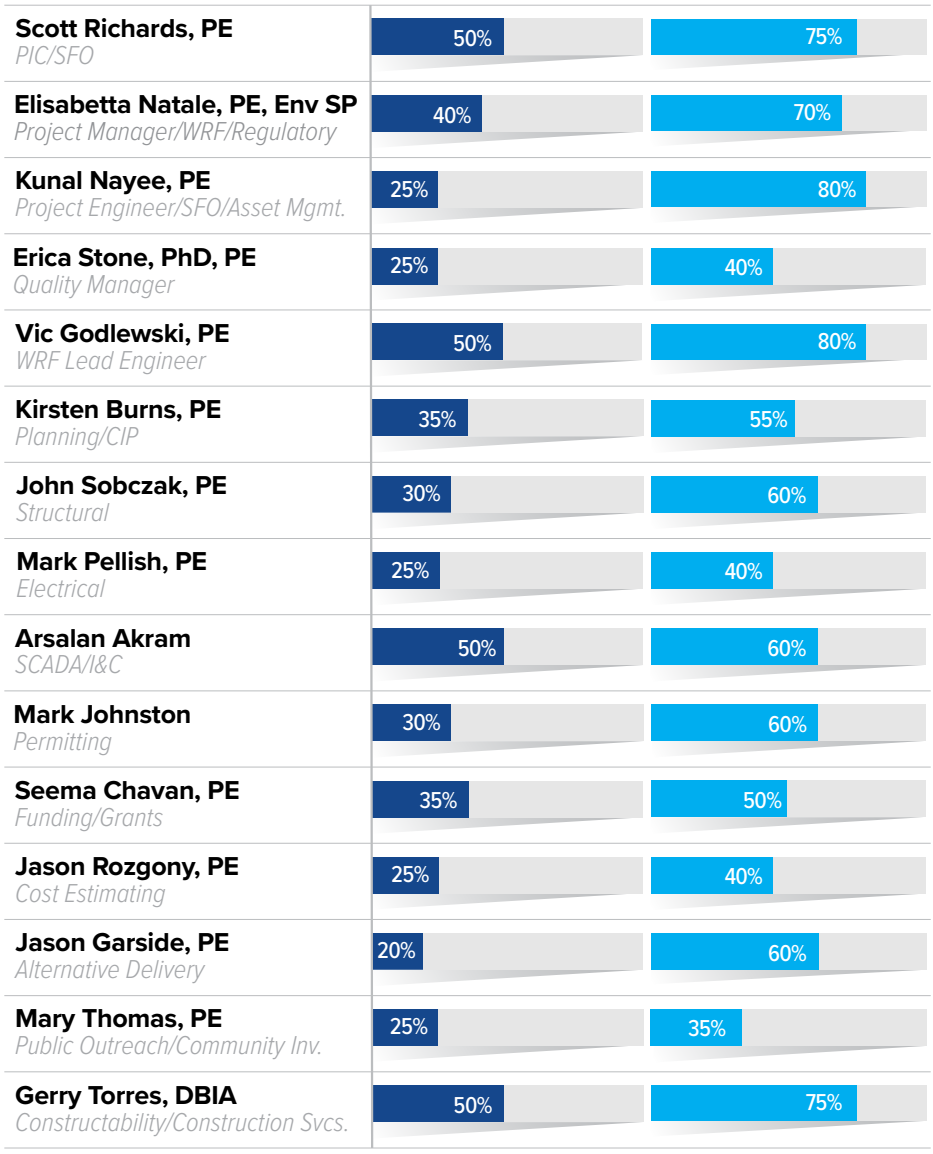
Carollo routinely teams with specialty subconsultants to provide the best available talent at optimal value. We are committed to utilizing qualified disadvantaged businesses and have selected each of the team members based on their reputation, expertise, local knowledge, and their experience working in the area or directly for the City. These specialty consultants are experts in their field, provide great efficiencies, and are dedicated to customer service.

Availability

Carollo is committed to providing the resources required to successfully deliver projects assigned under this contract. We are confident our key team members and firm have the capacity and resources to deliver your projects within your desired time frame and budget.

As a highly-ranked national firm, Carollo is accustomed to executing a high volume of work across a wide range of disciplines. **Our firm-wide workload average commitment to active and ongoing projects generally ranges between 65 and 70 percent.** As a result, we have more than ample capacity to respond to our clients' needs, regardless of the size and nature of the work. We have carefully selected team members based upon how their experience being lined up with the needs of this program and their availability. In addition, we have a large "bench" of talent that can assist as needed. Below is the availability of the key team members, all of who have the availability and dedication required.

COMMITMENT
of Key Personnel



THE LEVEL OF AVAILABILITY indicated in this graph demonstrates that all key staff have ample capacity for projects assigned under this contract and more importantly than any chart can show, **Carollo has a team that is already committed to the City, and these staff members will remain committed. These are staff who the City currently knows and trusts. We commit to delivering a consistent team who understands the City's needs.**

Team Qualifications



Project Team Qualifications and Experience

Carollo will continue to **listen carefully** to you so we understand your preferences, and then **customize solutions to fit your needs**. We will then develop solutions in an **interactive manner** and deliver our work in the time and way it was promised.

The right team for You

The success of the projects issued under this contract lies in the experience and abilities of the team. A successful project team must demonstrate practical and relevant experience in all technical aspects of the scope of work, a well-conceived work plan and project approach, and a commitment to the project goals set for each work order.

We have dedicated a team to the City you are familiar with and will fulfill these requirements in totality. Our proposed team has completed numerous successful projects together and has delivered successful projects under this contract to the City over the last five years, similar to those identified in this scope of work, which provides enhanced abilities for meeting your unique needs delivering your projects.

Our firm takes pride in the large number of clients with whom we have maintained continuing working relationships. We have worked with some clients for 90 years—a clear indication of the quality of our work, our control of costs, and our ability to meet schedules. This whole-hearted dedication to quality results in tangible benefits to our clients and is demonstrated by our record of low change orders during construction.

Carollo offers a broad-based team of specialists to successfully deliver these projects on time and within the City's budgets. **Carollo's selected team for this contract is a team you know and trust** and they will continue to empower you to reach your goals by utilizing our expert staff as an extension of your City personnel.

Our locally based Carollo team will provide services that include facility planning, project support, design, equipment and process evaluations, bidding and construction assistance. To supplement our staff we have selected subconsultants whom we have worked successfully in the past on recent projects.



INCLUDING
140+ EMPLOYEES IN FLORIDA



DELIVERING WATER / WASTEWATER **SOLUTIONS**



WORKING IN
CENTRAL FLORIDA



NATIONWIDE
7 IN FLORIDA



FOCUSING SOLELY ON
WATER / WASTEWATER

ORGANIZATIONAL CHART

As project and service needs arise, Carollo will assign personnel with the **right experience**, specific to those requirements, and whose **availability you can count on** from the onset of the work through successful completion.

CITY OF // COCOA

Scott is a hands-on engineer, *who has been actively involved with the City of Cocoa in this role*

Elisabetta has been serving the City as a trusted advisor *with a successful track record of response and trust, always putting the City's needs first*

PRINCIPAL-IN-CHARGE
Scott Richards, PE

PROJECT MANAGER
Elisabetta Natale, PE, ENV SP

QUALITY CONTROL MANAGER
Erica Stone, PhD, PE

Kunal has led the SFO program efforts *for Carollo, working alongside the City SFO team and delivering creative solutions*

PROJECT ENGINEER
Kunal Nayee, PE

Vic brings first-hand experience, *working closely with City staff, and understands your wastewater facility's challenges and goals*

SEWER FIELD OPERATIONS (SFO)
Kunal Nayee, PE
Scott Richards, PE
Derek Manson
Angel Villarruel-Moore

JERRY SELLERS WRF
Vic Godlewski, PE
Elisabetta Natale, PE
Tony Sabatino, PE
Nikkita Bachoo

ASSET MANAGEMENT / CONDITION ASSESSMENT
Kunal Nayee, PE
Stephen Snell

PLANNING / CIP
Kirsten Burns, PE
Laura Baumberger, PE

SCADA/I&C
Arsalan Akram
Joe Hanlon, PE

ELECTRICAL
Mark Pellish, PE

STRUCTURAL
John Sobczak, PE[4]
Rich Warner, PE

REGULATORY COMPLIANCE
Elisabetta Natale, PE

SUPPORT TEAM

COST ESTIMATING
Jason Rozgony, PE*

PUBLIC RELATIONS
Mary Thomas, PE

FUNDING / GRANTS
Seema Chavan, PE*

PERMITTING SERVICES
Mark Johnston

ENVIRONMENTAL
Douglas Skurski, MS, SPWS[3]

SURVEYING / SUBSURFACE UTILITY ENGINEERING
Brad Alexander, PE, PSM[2]

GEOTECHNICAL
Jason Manning, PE[1]

RECLAIMED WATER
Dale Helms, PE

CONSTRUCTABILITY / CONSTRUCTION MANAGEMENT
Gerry Torres, DBIA

SUBCONSULTANTS

1. Ardaman & Associates, Inc.
2. L&S Diversified, LLC
3. Environmental Science Associates
4. Wekiva Engineering, LLC

**Licensed outside Florida*

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 1 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Wastewater System Capital Plan Update**

Owner: **City of Cocoa**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Katie Ennis, City of Cocoa, 65 Stone Street, Cocoa, FL 32922
p. 321-433-8800 e. kennis@cocoafl.org

Project Description:

The project included updating the hydraulic model, performing condition assessments of key infrastructure, updating the capital improvement plan (CIP), and providing an overall outlook of the system and plan for the future. The wastewater collection and treatment system consists the Jerry Sellers Water Reclamation Facility (WRF), which has a permitted capacity of 4.5 million gallons per day (mgd). The collection system covers approximately 15 square miles with approximately 100 miles of gravity sewers and 50 miles of force mains, 1,624 manholes, and 71 lift stations.

Design or Consulting Fee: $454,739

Design or Consulting Completion Date (month/year): 12/2021

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Serving as **project manager**, Elisabetta led the development of the Wastewater System Capital Plan Update and managed all aspects of the project communication, management and work plan, meetings, progress reports, and quality management.

Population and Flow Projections: Elisabetta and other team members prepared a technical memorandum summarizing the current wastewater flow and projected flows for the short-term 5-year planning period and long-term 20-year planning period.

Review of Regulatory Requirements: Elisabetta and other team members reviewed existing applicable regulatory requirements and policies for treated effluent, water reuse, and surface water impacts potentially affecting the level of treatment required and the master planning facility recommendations.

Hydraulic Model Update and Analysis: Elisabetta led the team to rebuild and update the City's hydraulic model (Innovyze InfoSWMM) and analyze the collections system, update infrastructure using GIS, develop model scenarios, model verification, analyses and CIP update.

Water Reclamation Facility Evaluation: Elisabetta led the team to develop master plan standby/reliability criteria, reviewed treatment facility performance, capacity, and optimization, and conducted facility inspection/condition assessment to determine future facility needs.

Reclaimed Water System and Effluent Disposal Evaluation: Elisabetta led the team to develop an evaluation of the current reclaimed water system, including supplemental reclaimed water sources, reclaimed water storage, and alternative wet weather disposal.

Capital Improvement Plan Development: Elisabetta developed the CIP that included a risk assessment, R&R plan, construction cost estimates, and prepared a draft and final wastewater system capital plan report.

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 2 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Hamlin Water Reclamation Facility Tertiary Treatment Design**

Owner: **Orange County Utilities**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Mark Ikeler, PE, Orange County Utilities, 9150 Curry Ford Road, Orlando, FL 32825
p. 407-254-9705 e. markc.ikeler@ocfl.net

Project Description:

Final design documents for Phase I (5-mgd AADF) of the new tertiary treatment facilities for the new OCU Hamlin Water Reclamation Facility.

Design or Consulting Fee: $583,309

Design or Consulting Completion Date (month/year): 12/2018

Construction Cost: N/A

Construction Completion Date: N/A

Firm: WSP

Summary of Work:

Serving as **project manager**, Elisabetta led the **preliminary and final design** for Phase I, 5-million gallons per day (mgd) Annual Average Daily Flow (AADF), of the Orange County Utilities Hamlin WRF (HWRF), a new greenfield Phase I will be followed by two additional phases: Phase 2 where the HWRF will be expanded to 10.0 MGD AADF and Phase 3 where the HWRF will be expanded to an ultimate build-out capacity of 15.0 MGD AADF. The site is master planned to allow for this expansion.

Elisabetta led the preparation of **final design documents** for tertiary filtration, which included the design alternatives for each of the three pre-qualified disk filter manufacturers, disinfection (chlorine contact tank) facilities, transfer pump station, high service reuse pump station, surge control equipment and reclaimed water storage tanks. Elisabetta also led the **effluent management system evaluation** and provided **permitting support**.

Alternatives for managing wet weather or substandard reclaimed water from HWRF involves integration with existing Water Conserv II (WCII) rapid infiltration basin (RIB) Site 6. Excess reclaimed water will be transferred directly to the WCII transmission main and to the RIB Site 6 system. Effluent below PAR standards will be diverted to an onsite reject pond and returned to the preliminary treatment structure for retreatment. Should the reject pond be full or otherwise unavailable flow will be discharged to a dedicated subsection of RIB Site 6.

FORM A
PROJECT EXPERIENCE OF PROJECT MANAGER
(PAGE 3 OF 3)

Proposed Project Manager: Name: **Elisabetta Natale, PE, ENV SP**

1. Project Name: **Reclaimed Water Booster Pump Station at Avalon Road**

Owner: **City of Winter Garden**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Jim Momahan, PE, City of Winter Garden, 300 West Plant Street, Winter Garden, FL 34787
p. 407-656-4111 ext. 5463 e. jmonahan1@cwgdn.com

Project Description:

Project involved the design of a 1.2-mgd reclaimed water booster pump station housed in a building to provide reclaimed water for residential and common area irrigation to several subdivisions in the western section of the City of Winter Garden.

Design or Consulting Fee: $93,450

Design or Consulting Completion Date (month/year): 6/2016

Construction Cost: $393,237

Construction Completion Date: 11/2017

Firm: WSP

Summary of Work:

Serving as **project manager**, Elisabetta led the design of a 1.2-mgd reclaimed water booster pump station to provide reclaimed water for residential and common area irrigation to several subdivisions in the western section of the City of Winter Garden, one of the fastest growing communities in the country. Since the booster pump station is located on Tucker Ranch, a recreation and nature complex, the the City desired to minimize the visual impact of the facility and design a pump station building pleasing to the eye, although safe, easy to access, and cost-effective. The final turn-key solution was to include an inconspicuous prefabricated building. An **environmental impact assessment** was conducted to select a suitable location and avoid impacting the adjacent wetlands.

Elisabetta led the **hydraulic modeling analysis** of the existing reclaimed water system, the **projection of future reuse demands**, and the **production of the design documentation** of the booster pump station facility. She also led the **bidding phase, permitting, grant funding assistance, and the construction administration services**. The project was successfully delivered with the traditional design-bid-build method.

The project also included **cost estimating, surveying**, and **O&M manual preparation**.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 1 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **FY 2022 Sewer Field Operations and Division Support**

Owner: **City of Cocoa**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Donnie Howard, City of Cocoa, 65 Stone Street, Cocoa, FL 32922
p. 321-433-8800 e. dhoward@cocoafl.org

Project Description:

The City of Cocoa requested Carollo provide professional engineering services for project and assessment information management assistance, quality control process development, long-term strategic planning, SCADA maintenance, review of the manhole and gravity sewer rehabilitation program, force main valve assessment, and other engineering services as required.

Design or Consulting Fee: $199,474.54

Design or Consulting Completion Date (month/year): 9/2022

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Serving as the **project engineer** for the City of Cocoa's SFO operations support over the past four years to support field activities enabled Kunal to become integrated into the daily activities of the SFO team.

Technical Review and Support: The Carollo engineering team led by Kunal, provided technical support on various sewer related tasks. Including reviewing and developing an analysis for specific lift stations where the SFO team were experiencing higher than average flows frequently. Kunal also analyzed pressure logger data for various locations in the City to support the ongoing efforts of the engineering group to understand the pressure variations in the collection system. Kunal also prepared updated GIS data for the third party vendor, Redzone, to incorporate into the ICOM system the City uses to maintain their gravity and manhole condition information. This data integration between ICOM and GIS is utilized to support the ongoing preventative maintenance efforts for the collection system.

Long Term Strategic Planning: The City has been very proactive in their approach to maintenance of their underground assets. As a result, the City instituted a 5-year plan that addressed the gravity mains. Kunal worked with the SFO team to develop another 5-year plan that would extend the existing effort and include additional collection system assets (force mains, valves, and ARV's). The planning efforts allowed the City to properly budget resources for next five years and reduce the uncertainty surrounding the City's ongoing maintenance efforts.

Manhole and Gravity Sewer Program: The manhole and gravity sewer program is a proactive maintenance program the City had instituted prior to Carollo's involvement with the City. However, the Carollo engineering team, under the direction of Kunal, helped to increase the efficiency of the process and minimize additional work necessary for the City so the program can succeed. The team reviewed and created a plan to line 120 manhole (703 VF) and 60 gravity mains (14,200 LF). This effort was also coordinated with approved vendors and completed on schedule and budget.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 2 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **Filter Gallery Pipe Condition Assessment**

Owner: **City of Altamonte Springs**

Reference Name, Address, Phone Number, Fax Number, Email Address:

David Ammerman, PE, City of Altamonte Springs, 65 Stone Street, Cocoa, FL 32922
p. 407-571-8712 e. DAmmerman@altamonte.org

Project Description:

The City of Altamonte Springs owns and operates the Altamonte Springs Regional Water Reclamation Facility (ASRWRF). The ASRWRF operations team have noticed potential areas of corrosion occurring within the filter gallery piping. Initial investigation has indicated locations of potential corrosion occurring. The City required further investigation to assess the pipe condition, and identify potential needs for future rehabilitation.

Design or Consulting Fee: $16,674.51

Design or Consulting Completion Date (month/year): 11/2021

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

As the project manager and **project engineer,** Kunal managed and developed a plan for assessing the piping in the filter gallery. The existing welded steel piping in the filter gallery is the original equipment installed in the 1980s. The processing piping was experiencing minor leaks at various locations in the gallery and as a result, the City was concerned with the long term strength of the piping.

Kunal reviewed multiple methods to perform **non-destructive testing of the piping** and ultimately the best option for the assessment was a handheld ultrasonic unit that allowed the team to quickly and efficiently collect the data in the field and transpose that onto a digital system that was shared with the City for further planning purposes. The data was collected using a mobile data collection application that logged the location of the measurement and associated wall thickness reading. Using standard steel wall thickness tables commonly used for the time period of the construction of the plant, a comparison was performed for the system which showed the areas of degradation in the piping system.

Kunal led the team collecting the data and **effectively collected all data in a one week** period with no additional site visits required to follow up at the plant and **no downtime** was necessary. The non destructive process **reduced the cost and time** necessary to asses the system and provided valuable insights into the health of the piping system.

FORM B
PROJECT EXPERIENCE OF PROJECT ENGINEER
(PAGE 3 OF 3)

Proposed Project Engineer: Name: **Kunal Nayee, PE**

1. Project Name: **Infiltration and Inflow Study**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Nichole Lloyd, City of Daytona Beach, 125 Basin Street, Suite 124, Daytona Beach, FL 32114
p. 386-671-8813 e. LloydNichole@codb.us

Project Description:

The City of Daytona Beach owns and operates a wastewater collection and treatment system consisting of gravity sewers, pump stations, and force mains, which collect, and transfer wastewater flows generated within its service area for treatment at two water reclamation facilities (WRFs): the Bethune Point WRF with a capacity of 13 mgd and the Westside Regional WRF with a capacity of 15 mgd. The collection system consists of approximately 110 miles of force main, 280 miles of sanitary sewer gravity main, 6,100 manholes, and 140 wastewater lift stations. The City wastewater system serves approximately 90 square miles with a population of approximately 71,300.

As part of the permit requirement for the Bethune Point WRF, the City needs to conduct an Inflow and Infiltration (I&I) Study, related to the Bethune Point WRF collection system. **This study evaluated the I&I** within the Bethune Point WRF service area t**o establish Capital Improvement Plan (CIP) recommendations** for projects to decrease I&I in the collection system.

Design or Consulting Fee: $119,033.30

Design or Consulting Completion Date (month/year): 5/2019

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

Kunal served as the **project engineer** for this **study focused on determining the sources of inflow and infiltration in the Bethune Point WRF wastewater collection system service area**. The Bethune Point WRF is located along the Halifax River, which is tidally influenced. The infiltration portion of the study focused on the infiltration of brackish groundwater or seawater into the City's collection system during the dry season. **Field infiltration testing** was conducted in October 2018 and February 2019. Testing included monitoring of chloride, conductivity, flow, and rainfall. Chloride concentrations were mapped throughout the collection system, and a chloride mass balance was performed to identify problem areas. Chloride mass balance results showed the areas contributing the greatest chloride mass into the Bethune Point WRF collection system was Lift Station 34 and its upstream stations (26 percent of the total mass of chloride into Bethune Point WRF). The Bethune Point WRF saw an average of 32 percent dry weather infiltration (DWI).

Inflow due to rainfall was quantified during the October 2018 **infiltration sampling** event. **SCADA data** from October 2018 to February 2019 was utilized for the lift stations that did not have temporary flow monitoring meters. The largest contributor of flow during a storm event on October 25, 2018, was LS 34 with an estimated rainfall derived infiltration and inflow (RDII) of 573,578 gallons or 23 percent of the total estimated RDII at Bethune Point WRF (2,521,214 gallons). An **I&I Reduction Plan** was presented at this end of this report with identification of the five priority areas for further evaluation and reduction activities and **proposed capital improvement projects**.

Project Experience and Performance



Past Experience and Performance on Projects

Carollo **meets and exceeds the minimum requirements** set forth in your RFQ, bringing 90 years of experience serving public utility clients in the water and wastewater industry — providing responsive service to Central Florida for more than 20 years.

Extensive On-Call Engineering Experience

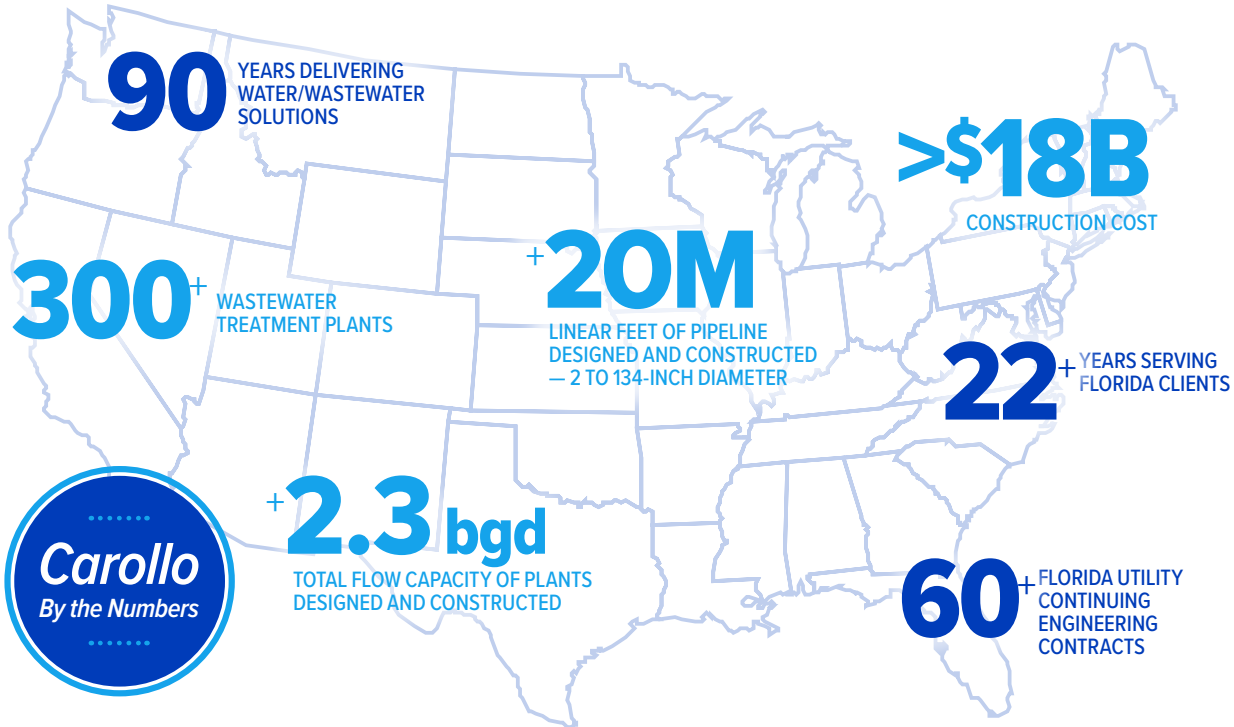
Delivering engineering services through on-call continuing contracts is what we do. In fact, more than 80% of our Florida business is provided to municipal clients through on-call contracts similar to yours. We understand the City is looking for a full range of professional engineering services to support the planning, design and construction of various wastewater treatment projects, infrastructure projects, and sewer field operation services. **Carollo excels at delivering exceptional value for these types of assignments — as we have demonstrated over the course of our current contract with you!**

What Carollo Brings to the Table

Carollo has experienced unprecedented growth nationally and throughout Florida; growth that is driven by our approach to client service and the innovative solutions we consistently bring to the table.

The best indicator of our ability to exceed the expectations of our clients is the fact that over 80% of our work comes from "repeat" clients. Exceeding expectations requires that project teams have multiple skills: technical knowledge, understanding of local issues, and a drive for "out–of–the–box thinking" to find the best solutions.

As demonstrated by our firm's project experience represented in this section and our team's experience outlined in Section 7 - Resumes, Carollo's recent relevant Florida wastewater experience is broad, comprehensive, and will bring valuable insights to your projects.



FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 1 OF 5)

1. Project Name: **Wastewater Master Plan**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Nichole Lloyd, City of Daytona Beach, 125 Basin Street, Suite 124, Daytona Beach, FL 32114
p. 386-671-8813 e. LloydNichole@codb.us

Project Description:

The City of Daytona Beach owns and operates an interconnected collection system which transfers wastewater from within its 90 square mile service area for treatment at two water reclamation facilities (WRFs): the 13-mgd Bethune Point WRF and the 15-mgd Westside Regional WRF. Even with ongoing repairs and expansions to the system and treatment plants, the system began experiencing capacity and other O&M related issues. To address challenges posed by aging infrastructure, finite resources, and an ever-growing populace, Carollo was selected to develop an integrated wastewater treatment and collection system master plan.

Design or Consulting Fee: $549,590

Design or Consulting Completion Date (month/year): 2/2020

Construction Cost: N/A

Construction Completion Date: N/A

Firm: Carollo Engineers

Summary of Work:

The master plan included the **development and calibration** of a wastewater collection system **hydraulic model**. Work associated with the development of the model included review of billing data, pumping data at lift stations, and collection of gravity flow and force main pressure data for comparison to billing data and diurnal pattern development, and model calibration. Close coordination with operations staff was imperative to creating a hydraulic model reflective of the intricate collection system, which consists of approximately 110 miles of **force main**, 280 miles of sanitary sewer **gravity main**, 6,100 **manholes**, and 140 wastewater **lift stations**. **Long-term master planning** and future population and flow projections were developed and both existing and future conditions were included in model scenarios and recommendations for improvements were identified through 2040 based on dry weather and wet weather conditions.

Additionally, Carollo performed **field assessments** of selected lift stations and the **SCADA system**. At the WRFs, Carollo conducted a **condition assessment, process and capacity evaluation, and reviewed regulatory requirements** that may affect future planning. All of these efforts led to the development of a **system wide capital improvement plan** that provides an overall outlook for the collection system, WRFs, and SCADA system to address rehabilitation needs, existing limitations, and serve growth in the future.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 2 OF 5)

1. Project Name: **Force Main Replacement from Lift Station #57 to South Bermuda WRF, Phase I**

Owner: **Toho Water Authority**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Lan Zhou, Toho Water Authority, 951 Martin Luther King Boulevard, Kissimmee, FL 34741
p. 407-944-5027 e. lzhou@tohowater.com

Project Description:

Toho Water Authority (TOHO) owns and operates the South Bermuda Water Reclamation Facility (WRF) located at 1616 South John Young Parkway in Kissimmee. Approximately half of all raw wastewater flowing to the WRF is pumped from TOHO's master lift station #57 (LS 57) through an existing 30-inch ductile iron force main. TOHO was concerned the 30-inch force main near LS 57 may fail due to observed corrosion. TOHO engaged Carollo to make reliability improvements by installing a new force main that parallels the existing force main. The existing force main will be rehabbed to serve as a redundant force main and to increase capacity to accommodate future flows upon completion of Phase II construction.

Design or Consulting Fee: $235,421

Design or Consulting Completion Date (month/year): 6/2020

Construction Cost: $1,236,500

Construction Completion Date: 9/2021

Firm: Carollo Engineers

Summary of Work:

As part of the engineering services provided, Carollo performed a **hydraulic analysis** of the system to properly size the new force main and evaluate **design alternatives** for the redundant force main. The primary challenges for this project was to maintain full wastewater flow **without service interruption** through the completion of the project and **route the new force main** in an already **crowded utility corridor** to minimize crossings of other utilities.

Phase I of the project, completed in September 2021, consisted of constructing a **new 2,900-ft, 24-inch PVC force main via open cut** construction, that runs parallel to the original 30-inch ductile iron force main connecting LS 57 to the headworks. This phase of the project included a **complex tie-in** near the headworks that required the simultaneous use of four line stops to maintain wastewater flow while making the final connections. With the new 24-inch force main now in service, it will allow for the existing 30-inch force main to be taken off-line to conduct a complete evaluation and rehabilitation without service interruption.

Carollo provided a **routing analysis, preliminary and final design, permitting, bidding assistance, and construction administration services** as part of this project.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 3 OF 5)

1. Project Name: **Force Main Isolation Valve Assessment and Design**

Owner: **City of Boynton Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Chris Roschek, PE, City of Boynton Beach, 124 E. Woolbright Road, Boynton Beach, FL 33435
p. 561-742-6413 e. roschekc@bbfl.us

Project Description:

The City of Boynton Beach Utilities owns and operates a wastewater collection system, including local and master pump stations and a force main network. The central part of the system includes a **36-inch force main**, which transmits the majority of the City's wastewater to the south. This main was aging and was primarily of ductile iron material. Given the criticality of this force main and its age, and that there were no isolation valves within the system, the City desired to establish **reliability improvements in the collection system**. This project was to **investigate, plan for, and design improvements to install isolation valves in the system to improve flexibility and reliability**.

Design or Consulting Fee: $198,000

Design or Consulting Completion Date (month/year): 7/2022

Construction Cost: $1.1 million

Construction Completion Date: 7/2022

Firm: Carollo Engineers

Summary of Work:

Due to the criticality of a 36-inch force main that conveys wastewater to the SCRWWTP in Delray Beach, and its age; the City of Boynton Beach opted for reliability improvements in the collection system. The primary goal was to establish alternate reliable flow patterns in the system which maintain a majority of system operation during maintenance or repair. Carollo investigated, planned, and designed improvements to install isolation valves in the system to allow flexibility. The specific scope included **hydraulic analysis, planning, design, condition assessment, survey/SUE and construction oversight**. This work included multiple phases:

Planning - The initial planning phase utilized the previously developed wastewater model to determine flow patterns and to conduct emergency scenarios. This included stress testing of the system with theoretical "break points" in the main to identify potential valve locations.

Investigation / Preliminary Design - The next step included preliminary design, where the identified locations were evaluated in the field for potential valve addition. Survey and utility locates were conducted at each location to determine the feasibility for valve installation. The three final selected locations provided the most reliability/use, minimized service interruption, and had the least construction impact.

Final Design - Final design requiring some **creative engineering** concepts. The 36-inch force main was alongside a 6 lane major roadway, with two of the selected locations being next to a park and school. The City's intent was to **minimize impact to traffic and the community**. Therefore, a **quick construction process** with **minimal construction area** was established as a goal. As a solution to address the challenge, Carollo developed a "thrust box" concept. Rather than constructing collars, a pre-cast box structure was installed over the active force main, similar to a doghouse manhole. The pipe was then restrained to the box which became a structural member to restrain the forces of the pipe.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 4 OF 5)

1. Project Name: **Westside Regional Water Reclamation Facility Improvements**

Owner: **City of Daytona Beach**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Eric Smith, City of Daytona Beach, 3651 LPGA Boulevard, Daytona Beach, FL 32124
p. 386-671-8829 e. smitheric@codb.us

Project Description:

The project consisted of the design and construction improvements to three critical treatment processes in the 15-mgd water reclamation facility: The return activated sludge (RAS) and waste activated sludge (WAS) Pumping: the Bardenpho™ Stage 3 and Stage 5 aeration; and new tertiary deep-bed sand filters. Without these improvements, the plant would lose the proper functionality of one of the existing processes, which would jeopardize treatment and compliance with the state permit.

Design or Consulting Fee: $2.9 million

Design or Consulting Completion Date (month/year): 7/2018

Construction Cost: $39.9 million

Construction Completion Date: 2/2021

Firm: Carollo Engineers

Summary of Work:

The existing RAS/WAS pumps were replaced with new dry-pit submersible pumping equipment and process piping. The existing true submersible pumps were located in a large underground wet-well that collected the RAS from the secondary clarifiers at the plant. In the past, the wet-well had overflowed on to the ground as the pumps were shut off during power outages. The submersible pumps also struggled to maintain a balance between the returning good bacteria to the treatment process (RAS) and wasting sludge (WAS). The new RAS/WAS pumps were designed as dry-pit screw centrifugal pumps located at grade. The existing above grade RAS/WAS collection box was converted to wet-well for these pumps. **The orientation of these pumping systems eliminated any possibility of overflows. The new pumps were also designed to maintain a good balance between the necessary RAS and WAS flow requirements to maintain treatment efficiency.**

The existing Bardenpho™ Stage 3 and Stage 5 aeration equipment was replaced with larger and more efficient aeration equipment critical to the main treatment process of the plant. During certain times of the year, especially during race weeks and other major events, the treatment plant receives higher wastewater flows with high biochemical oxygen demand (BOD) and the existing aerators have difficulty providing sufficient air to meet the demand to treat the incoming wastewater. The larger 200-hp mechanical surface aerators were designed to handle these peak flow events and treat the wastewater to the plant permit limits.

The new tertiary deep-bed sand filters replaced the existing failing automatic backwash (ABW) filters. The existing filters had reached its useful life and required significant daily and monthly maintenance to keep them running. The new filters provide a more reliable and efficient filtration system critical to treat the wastewater to reuse standards.

The project was constructed using a construction manager at risk (CMAR) delivery method. **Carollo provided design, bidding, permitting, and construction engineering and inspection (CE&I) services** so construction complied with the design intent and to maintain high quality.

FORM C
PROJECT EXPERIENCE OF PROJECT TEAM
(PAGE 5 OF 5)

1. Project Name: **South Bermuda Water Reclamation Facility Upgrades and Expansion**

Owner: **Toho Water Authority**

Reference Name, Address, Phone Number, Fax Number, Email Address:

Lan Zhou, Toho Water Authority, 951 Martin Luther King Boulevard, Kissimmee, FL 34741
p. 407-944-5027 e. lzhou@tohowater.com

Project Description:

Carollo was hired by Toho Water Authority to design upgrades to the South Bermuda WRF to expand the facility from 14-mgd to 16-mgd with peak flow of up to 40-mgd. This includes a new grit removal system, addition of a new secondary clarifier, improvements to the RAS and WAS pump stations, addition of disk filters, a new reclaimed water storage tank, expansion of the sodium hypochlorite system and other ancillary support systems.

Design or Consulting Fee: $914,045

Design or Consulting Completion Date (month/year): 11/2019

Construction Cost: $6.7 million

Construction Completion Date: 4/2021

Firm: Carollo Engineers

Summary of Work:

Carollo evaluated two options. These options included as part of the new grit removal facility retrofitting an unused primary clarifier with HeadCell®12- tray units versus a brand-new standalone structure with two new HeadCell®12-tray units. Both options included installation of the Eutek slurry-cup and grit snail grit washer/separator systems.

Toho Water Authority selected the standalone structure for the final design. A **CFD model** was developed during the final design to determine the flow splitting features to distribute the flow evenly and maintain the grit in suspension with the approach channels out in the approach channels.

The design was completed in January 2019, however the owner decided to postpone part of the improvements due to budget constraints. Construction included a new grit removal system and improvements to the RAS/WAS pump station. Project was completed in April 2021 through Toho Water Authority's continuing construction manager at risk (CMAR) delivery method. **Carollo provided design, bidding, permitting support, and engineering services during construction.**

Project Approach



Project Approach

To address **growth, rehabilitation needs, and system optimization**, you require consultants who **understand your infrastructure and processes**, are responsive, and are personally dedicated to working as part of the City's team.

Effective Communication and Management of Multiple Projects

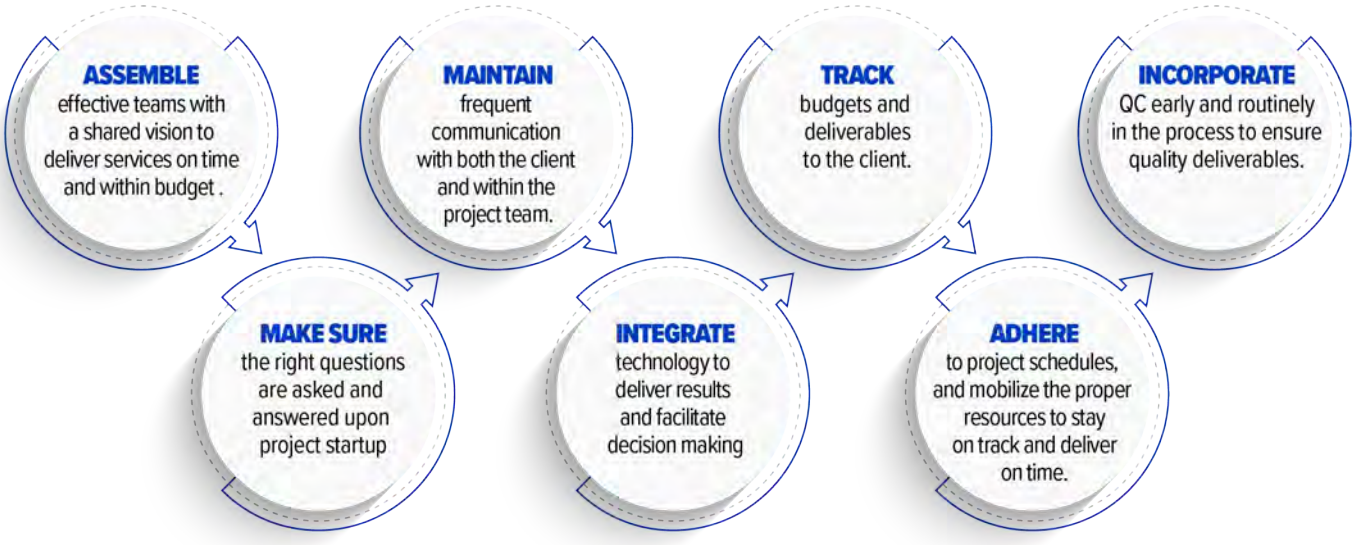
Effective project management starts with selecting the "right" project manager. Elisabetta Natale is local, has experience with your facility and staff, and has dedicated her career to the planning, design, and construction of wastewater projects. Over the last several years, Elisabetta has proven her dedication and commitment to having an open communication with City's staff at every level, understanding concerns and priorities, and finding practical solutions to address the City's needs.

For every new project, a work plan will be discussed with the City. The work plan establishes the work sequence effort, when work needs to occur within the project schedule, meeting times, discussion topics at the meetings, key decisions that need to be made, and the project deliverables.

Elisabetta has successfully managed projects with contracts ranging from $15K to more than $2M, and construction costs ranging from $500K to more than $35M, managing multi-disciplinary team including various subconsultants. Elisabetta has experience with both the traditional construction delivery method (design-bid-build) and collaborative delivery methods such as CMAR.

With a focus on collaboration and communication, for every task order we will develop an interactive project management plan (PMP) including an initial master schedule with key milestones that establishes control measures to manage quality, scope, schedule, and budget. Elisabetta will draw on local project engineers Kunal Nayee, Vic Godlewski, and Scott Richards for technical and project management support, to ensure multiple projects can be carried out successfully in parallel. With a commitment to collaboration, we will define the parameters and drivers for a successful project delivery timeline and use them to determine how to plan for maximum delivery efficiency.

Elisabetta will schedule monthly meetings with the City's leadership to provide updates on existing projects and discuss City's needs. She will maintain consistent communication with the City's team to better understand any areas of concern and mitigate them accordingly.



A committed Cocoa Team

Our proposed team has been fortunate to have worked alongside the Cocoa team for the past 5 years. With this, we have gained intimate knowledge of the City's infrastructure and procedures. Our formula implemented during the ongoing continuing engineering services contract of dedicated staff to the SFO needs and the Sellers WRF needs has proven to be an efficient strategy to deliver timely and quality projects. This formula focuses on providing open communication with the right fit staff who can work directly alongside City staff as partners. We view ourselves as part of the Cocoa team, and we intend to continue to raise the bar and operate at a high level of trust at all staff levels. A few examples of this direct connection include:

Our project engineer, Kunal Nayee, has intimate knowledge of the SFO infrastructure and has worked alongside your staff with boots on the ground for the past five years. Our team has supported the City with asset management and condition assessment of the collection system, including lift stations, lift station improvements, pipeline and manhole rehab and lining programs, and I&I reduction studies.

Our Sellers WRF task manager, Vic Godlewski, is a renowned wastewater process engineer who has previous experience at the WRF. Vic led the Sellers WRF upgrades to AWT, the biosolids mater plan, and the Internal Recycle Pump Stations improvements.

Our SCADA engineer, Arsalan Akram, has extensive experience with the City's Trihedral's VTScada system, as well as the XL Reporter software that is used to collect data automatically from the SCADA system. He is also familar with the radio system for the lift stations and has been working closely with the team to keep the communications operational. We have been supporting City with weekly site visits and 24/7 remote support for the past five years.

We understand the importance of quick response when urgent needs arise. With our on-call engineering support project, we have been responsively providing on-call hydraulic modeling to evaluate proposed development projects, various technical support, regulatory advice, emergency operational needs, and other ad-hoc requests.

Quality Management

Carollo's projects get started in the right direction with what we call our "Zero Percent" quality review. Our Project Advisory/QA Committee will review the Project Delivery Plan (PDP) and Project Management Plan (PMP) in detail, looking closely at the contract, schedule, staffing allocation, and key deliverables to verify your project has the right staff and the right resources to be available when needed. This committee will also provide ongoing internal audits of our quality management process to safeguard that quality control activities are taking place and are being documented as required.

Carollo's 10-Phase Quality Assurance Plan

Our in-house QA tools include standard specifications, design checklists, independent process and discipline review, and constructability reviews, which will be implemented as appropriate based on the selected delivery method and level of design development. These tools are integrated with our standard 10-part peer review and checking process that covers the project from start to finish.

Innovative Ideas and Approaches

Software development specific to the industry.

Carollo's Blue Plan-it® Decision Support System's built-in features, such as scenario manager, genetic algorithm optimizer, linear and non-linear solvers, full factorial solver, and Monte Carlo simulation, links customizable data visualization and business intelligence dashboards for water systems simulation, optimization, and decision support. With these tools, the Blue Plan-it® solution helps save time and potential money compared to conventional approaches.

BLUE PLAN-IT®
DECISION SUPPORT SYSTEM

Financial Planning Tool™ (FPT)

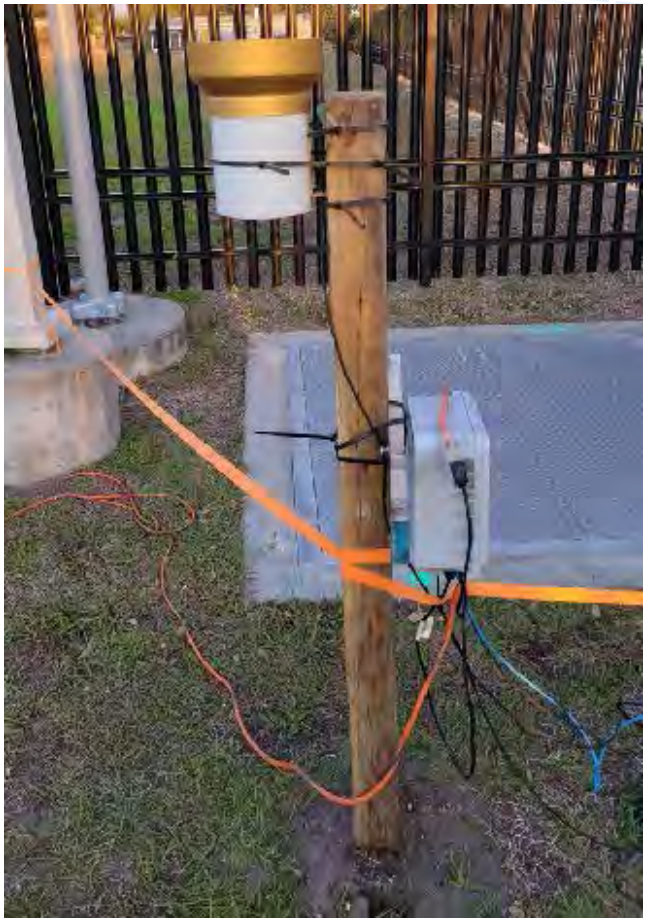
Carollo's FPT is a standalone financial model that allows users to quickly update user rates, fees, and financial needs. Once configured, the FPT is a user-friendly, spreadsheet-based model that automatically calculates future user rates, fees, and financial requirements to the financial plan of an agency. The FPT allows users to updated changes in customer information, reserve account balances, timing, CIP, reserve levels, and cash flows.

Modeling and BIM

Carollo is capable of using a variety of the latest modeling systems, including a variety of Autodesk and Bentley products, including REVIT, OpenBuildings Designer, and OpenPlant Modeler. Our varied experience with multiple software programs allows for us to easily create 2D plans and sections from complex and data rich 3D models on a variety of platforms to meet your needs. This also includes the ability to develop intelligent Process and Instrumentation Diagrams (P&IDs) that ink project-specific databases with process and instrumentation drawings. Client directories will be established in the network with appropriate block libraries and support fields for access by project designers. Carollo implements ProjectWise and BIM360 as the file organization and management tools.

Carollo Research Group.

Carollo developed a specific team who can assist in specific wastewater testing processes and evaluation of technologies. For many clients, we have tested wastewater from treatment processes to determine effectiveness and assist in applying technologies. Recently, we have supported clients implementing wastewater surveillance programs for infection disease early detection in the collection system. More specifically to Cocoa, Carollo has developed and implemented the “Carollo Collector”. This is a lift station derived flow measuring device to capture the level in a wet well, pressure downstream of the pumps, and the lift station’s rainfall using a raspberry pi as that data logger and transmission device. The raspberry pi acts as the PLC and allows us to use a portable system to capture all the data necessary to calculate the rainfall-derived infiltration and inflow. All of the data is accessible from an online dashboard interface for review and analysis.



The Advantage: Implement I&I studies for a fraction of the cost and avoid relaying on third party vendors to collect the data. We can also install the equipment permanently and wire it to the SCADA for even more flexibility for future analysis.

As a trusted partner, Cocoa allowed us to test this device with your lift station. We continue to successfully gather data to prove out gains of the I&I improvement program. Our goal in the next phase will be to expand this data collection effort along with other tools such that we can document and prove Cocoa’s Return-on-investment from its I&I program.

Resumes





Scott Richards, PE

PRINCIPAL-IN-CHARGE/SFO

Professional Engineer, Florida License # 71505
BS, Mechanical Engineering // 21 Years of Experience

Scott brings exceptional skills and experiences specific to the City. He has unique communication skills, clearly conveying technical ideas to you and in turn, your preferences and decisions back to the design team, keeping his projects on track. Second, he is a "hands-on", practical engineer that can think out of the box to bring money-saving ideas to you.

Project Experience:

FY 19-23 Sewer Field Operations Division Engineering Support
City of Cocoa, FL // Principal-in-charge // As needed project management and coordination, technical support and review, SCADA maintenance, long term strategic planning, and manhole/gravity sewer program maintenance.

Critical Force Main Investigation, Lift Station 5 to Westside Regional Water Reclamation Facility
City of Daytona Beach, FL // Principal-in-charge // Investigation of seven miles of critical 36-inch force main. Work included hydraulic modeling for reliability scenarios, field data collection/survey, acoustic ball investigation for air pockets/leak detection, and recommendations for future improvements.

Lift Station 34 (LS34) Design Services
City of Daytona Beach, FL // Principal-in-charge // Investigation to determine potential options for improving LS34 as well as selecting and creating the design for these improvements.



Elisabetta Natale, PE, ENV SP

PROJECT MANAGER

Professional Engineer, Florida License # 84993
MS/ME, Civil/Environmental Engineering | BS, Civil/Environmental Engineering // 13 Years of Experience

Elisabetta will oversee the day-to-day efforts of the work and will be responsible for keeping projects on schedule and within budget. She has served primarily municipal utility clients and provides extensive project management, design, permitting, and construction phase services for new and rehabilitation of wastewater system and facilities projects.

Project Experience:

FY19-23 Engineering Services for Wastewater Collection, Treatment and Disposable Systems
City of Cocoa, FL // Project manager // Review and maintenance of the wastewater collection system model, condition assessment and asset management assistance, engineering evaluations, data collection and review, design, bidding support, construction administration, and permitting.

Camelot WRF Reuse System Operational Investigation
Toho Water Authority, Kissimmee, FL // Project manager and project engineer // Development of a WaterGEMS hydraulic model reuse system, development and comparative analysis of alternatives for system operational and infrastructure modifications, cost analysis, and service areas of the two WRFs.

Sandhill Water Reclamation Facility Upgrade, Expansion Design, and Construction Management
Toho Water Authority, Kissimmee, FL // Deputy project manager // Preliminary and final design, permitting, bidding, and construction phase services (CMAR delivery) for expansion of the Sandhill WRF from its current capacity of 6.0-mgd, aadf to 7.5-mgd aadf.



Kunal Nayee, PE

PROJECT ENGINEER

Professional Engineer, Florida License # 83294
MS, Civil Engineering | BS, Environmental Engineering // 11 Years of Experience

Kunal's focus is working with municipalities on asset management studies as well as utility design. His projects include hydraulic modeling for city- and county-level systems, asset management studies, and water and wastewater system designs.

Project Experience:

FY19-23 Sewer Field Operations Division Engineering Support
City of Cocoa, FL // Project engineer // As needed project management and coordination, technical support and review, SCADA maintenance, long term strategic planning, and manhole/gravity sewer program maintenance.

Lift Station No. 1 Replacement Project – Phases 1, 2 & 3
City of Cocoa, FL // Project engineer // Design and services during construction for a new lift station due to aging and severe corrosion of the mechanical components.

South Beach Street Force Main Improvements Project – Bethune Tie-in Design
City of Daytona Beach, FL // Project engineer // Evaluation and design of the structural requirements for supporting of a 36-inch force main to minimize risks associated with connecting to the existing 42-inch gravity sewer main.



Vic Godlewski, PE

JERRY SELLERS WRF LEAD

Professional Engineer, Florida License # 71505
BS, Mechanical Engineering // 21 Years of Experience

Vic's project experience includes wastewater treatment plant upgrades and expansions, utility master plans, lift stations, pipeline and conveyance. He brings a unique perspective to the team as the former Wastewater Division Manager for the City of Orlando. He will continue to provide leadership and technical guidance to the engineering team for the Jerry Sellers WRF.

Project Experience:

FY21-23 Engineering Division Support Services
City of Cocoa, FL // Project principal // As-needed assistance for professional engineering services for review and maintenance of the Jerry Sellers WRF, currently overseeing the supplemental carbon evaluation for implementation at the Sellers WRF.

Bee Ridge Advanced Water Reclamation Facility (BRWRF) Upgrade and Expansion
Sarasota County, FL // Process engineer // Preliminary and final design, permitting, bidding, and construction phase services to expand the BRWRF from 12-mgd MADF to 18-mgd MMADF.

Biosolids Master Plan
City of Cocoa, FL // Project principal // Development of a biosolids master plan to assist the City of Cocoa with identifying biosolids management strategies for the Jerry Sellers WRF.



Erica Stone, PhD, PE

QUALITY CONTROL MANAGER

Professional Engineer, Florida License # 75487
PhD/BS, Environmental Engineering // 17 Years of Experience

Erica's expertise is in the areas of water/wastewater treatment, environmental studies, sampling, research, and data analysis. She has completed bench and pilot test studies, as well as process selection alternative analysis and feasibility studies. She will oversee Carollo's comprehensive quality control program for projects assigned under this contract.

Project Experience:

Facility Plans for the North and South Water Reclamation Facilities
Orange County Utilities, FL // Quality control reviewer // Development of facility plans for the improvements to the NWRF and SWRF.

Tampa Augmentation Project
City of Tampa, FL // Quality control reviewer // Study using natural treatment systems (wetlands and soil aquifer treatment) to return highly treated reclaimed water from the Howard F. Curren Advanced Wastewater Treatment Plant to the regional raw water supply.

South Bermuda WRF Upgrades Expansion
Toho Water Authority, FL // Quality control reviewer // Designed upgrades that included a new grit removal system, improvements to the RAS and WAS pump stations, and other electrical and instrumentation support systems.



Kirsten Burns, PE

PLANNING/CIP LEAD

Professional Engineer, Florida License # 87900
BS, Environmental Engineering // 8 Years of Experience

Kirsten brings experience focused on master planning, CIP development, hydraulic modeling and collection system planning to this project team. Similar project experience includes master planning, hydraulic modeling, flow/demand projections, and system analysis.

Project Experience:

Wastewater Master Plan
City of Daytona Beach, FL // Project engineer // Data collection and assisted in field investigations, flow, and pressure monitoring data for model calibration. Constructed and calibrated hydraulic model and existing and future analysis for improvements for wet and dry weather conditions. Developed future flow and population projections, cost estimating, and model training for the City staff.

Calibrated Wastewater Hydraulic Model
Pasco County Utilities, FL // Hydraulic modeling // On-site data collection; population, flow, and diurnal pattern analysis; field testing; model development; calibration for dry and wet weather scenarios; and overall system analysis for wastewater collection system which includes over 600 publicly owned pump stations and extensive gravity sewer system connected to six active treatment plants.

Wastewater Hydraulic Modeling Assessment
City of St. Petersburg, FL // Project engineer // Capacity evaluations, development of a wet weather overflow mitigation program, prioritization of R&R for the wastewater transmission and collection system.



Arsalan Akram

SCADA/I&C

Certificates: Wonderware InTouch and System Platform Application Server; CitectSCADA; Rockwell FactoryTalk View ME, SE; Trihedral VTScada

BS, Electrical Engineering // 23 Years of Experience

Arsalan is a senior programmer with Carollo with expertise working computer networks, design and deployment of HMI and SCADA systems, historical system design and reporting requirements, PLC system design and programming for small and large plants (machine controls, water and wastewater controls), field instruments, variable frequency drives (VFDs) and soft-start integration and control, electrical design, and network protocol conversion.

Project Experience:

Jerry Sellers Water Reclamation Facility SCADA Services
City of Cocoa, FL // Senior programmer // SCADA hardware and software maintenance. SCADA, PLC and RTU programming and support.

Water Reclamation Facility Expansion
City of Plant City, FL // Senior programmer // Responsible for overall SCADA network, factory acceptance testing, and commissioning on customer site and customer training.

Everest Water Reclamation Facility Expansion
City of Cape Coral, FL // Senior programmer // Developed screens, designed and configured Ethernet, redundant ControlNet and DeviceNet networks, deployed Domain server, redundant RSView SE servers, OSI PI server and Rockwell AssetCenter. Helped program redundant ControlLogix PLC's. Designed 3D screens using Sketchup software, and configured network switches and router.



Mark Pellish, PE

ELECTRICAL ENGINEER

Professional Engineer, Florida License # 46906
BS, Electrical Engineering // 38 Years of Experience

As a senior electrical engineer, Mark's expertise consists of the design of electrical power distribution systems for water and wastewater treatment plants, distribution and sewer collection systems, and lift/ pumping stations. He has worked with the City of Cocoa facilities and will bring that understanding and knowledge to bear on projects assigned under this contract.

Project Experience:

Wastewater Basin 306 Master Pump Station
Collier County Utilities, FL // Electrical engineer // Design of upgrades to two existing mas-ter pump stations and design of one new master pump station within Basin 306 wastewater collection system.

Jerry Sellers WRF SCADA Network and Electrical Building Expansion Design
City of Cocoa, FL // Electrical engineer // Design of a new server room building, expansion of the existing electrical building, and update of the electrical design for the new SCADA network.

Bee Ridge Water Reclamation Facility Expansion to 18-mgd
Sarasota County, FL // Electrical/I&C // Expansion of the BRWRF from 12-mgd MADF to 18-mgd MMADF and conversion of its process to meet Florida AWT requirements.



John Sobczak, PE | Wekiva

STRUCTURAL ENGINEERING LEAD

Professional Engineer, Florida License # 71407
MS, Structural Engineering | BS, Mechanical Engineering // 17 Years of Experience

John is well versed in the requirements for the preparation of structural design calculations and high-quality contract documents for wastewater treatment facilities. His broad experience enables him to provide solutions to engineering problems that are the most cost effective and simple enough to ensure smooth construction and superior results.

Project Experience:

Jerry Sellers WRF Influent, Internal Recycle, and Transfer Pump Station Improvements
City of Cocoa, FL // Structural engineer // Design and construction phase services for the repair and replacement of the existing aging influent pump station and transfer pump station.

Westside Regional Water Reclamation Facility Improvements
City of Daytona Beach, FL // Structural engineer // Designed modifications to the Bardenpho basins to include supplemental air piping and mixers, deep bed sand filters, mudwell, clearwell, clarified liquid pump station, and several single-story masonry electrical buildings.

East WWTP Air Piping Emergency Replacement
City of Winter Springs, FL // Structural engineer // Emergency replacement of the East WWTP air piping between the blower room and treatment basins.



Gerry Torres, DBIA

CONSTRUCTABILITY/CONSTRUCTION MANAGEMENT

Designated Design-Build Professional
AS, Civil Engineering // 22 Years of Experience

Gerry has experience in water and wastewater treatment projects, including estimating, preconstruction, and project operations on design-bid-build and integrated delivery projects. He also has an extensive background in cost-effective planning and buy-out of facilities and solid relationships with local subcontractors and vendors.

Project Experience:

Bee Ridge Water Reclamation Facility Expansion to 18-mgd
Sarasota County, FL // Construction manager // Expansion of the BRWRF from 12-mgd MADF to 18-mgd MMADF and conversion of its process to meet Florida AWT requirements.

Southeast Wastewater Treatment Plant Expansion
Pasco County, FL // Construction inspection // On-site resident project representative and construction inspection services of the Southeast Wastewater Treatment Plant expansion from 3- to 6-mgd AADF, plus several thousand linear feet of force main replacement and addition outside the fence.

Wastewater Treatment Plant Improvements
City of Sarasota, FL // Field investigation and data review // Renew and/or replace existing facilities, automate existing treatment processes, “harden” existing facilities against severe weather events and cyber attacks, evaluate electrical needs, and provide redundancy for critical infrastructure for the existing 10.2 million gallon per day (mgd) advanced wastewater treatment plant

Required Forms and Statements



CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. **NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).**

1. **Current domicile of Project Manager:**

Name	Elisabetta Natale, PE
Address	608 Largovista Drive
City, State, Zip	Oakland, FL 34787
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

2. **Current domicile of Project Engineer:**

Name	Kunal Nayee, PE
Address	5922 Rywood Drive
City, State, Zip	Orlando, FL 32810
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

3. Firm's Office Location:

Company	Carollo Engineers, Inc.
Address	200 E Robinson Street, Suite 1400
City, State, Zip	Orlando, FL 32801
County	Orange

Location is within 75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? _X_ Yes ____ No

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

AFFIDAVIT

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

[signature]	Carollo Engineers, Inc.
Authorized Signatory	**Name of Proposer**
M. Scott Richards, PE	April 5, 2023
Typed or Printed Full Name	**Date**
Vice President	
Title	

On this 5th day of April, 2023, before me appeared (name) M. Scott Richards, PE, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) Carollo Engineers, Inc. to execute the affidavit and did so as his or her free act and deed.

Notary Public [signature]

Commission Expires June 20, 2025

(seal)

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

Date April 5, 2023

State of Florida

County of Orange

CITY OF COCOA / WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS

CAROLLO / QUALIFICATION / APRIL 2023
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CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF Florida

CITY OF Orlando

BEFORE ME, the undersigned authority, this day personally appeared M. Scott Richards, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is M. Scott Richards, PE and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of Vice President for Carollo Engineers, Inc. (hereinafter "Respondent") and have been employed by Respondent since December 4, 2017.

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing

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and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT	AMOUNT PAID
RFQ-18-10-COC - TO 2021-20	$10,490.00
RFQ-18-10-COC - TO 2023-29	$199,394.08
RFQ-18-10-COC - TO 2023-27	$371,444.54
RFQ-18-10-COC - TO 2023-31	$125,913.68
RFQ-18-10-COC - TO 2023-28	$163,646.12
RFQ-18-10-COC - TO 2023-32	$34,718.34
RFQ-18-10-COC - TO 2021-16	$97,430.00
RFQ-18-10-COC - TO 2023-30	$19,963.29

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

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CONTRACT	AMOUNT PAID
RFQ-18-10-COC - TO 2022-21	$19,963.29
RFQ-18-10-COC - TO 2022-22	$163,646.12
RFQ-18-10-COC - TO 2021-20	$10,490.00
RFQ-18-10-COC - TO 2022-23	$54,360.00
RFQ-18-10-COC - TO 2022-24	$248,637.38
RFQ-18-10-COC - TO 2022-25	$199,474.54
RFQ-18-10-COC - TO 2020-12	$4,051.00
RFQ-18-10-COC - TO 2020-13	$14,378.64
RFQ-18-10-COC - TO 202118	$454,738.62
RFQ-18-10-COC - TO 2021-15	$157,598.35
RFQ-18-10-COC - TO 2020-11	$175,810.66
RFQ-18-10-COC - TO 2021-17	$252,859.00
RFQ-18-10-COC - TO 2021-19	$19,963.29
RFQ-18-10-COC - TO 2020-14	$167,104.00

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: M. Scott Richards, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or (___) online notarization, this 5th day of April, 20 23 by M. Scott Richards, PE [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 20 23.

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC
Print Name: Teresa Eleanor Boywid
June 20, 2025
My Commission Expires:

CITY OF COCOA
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AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF Florida

CITY OF Orlando

BEFORE ME**,** the undersigned authority, this day personally appeared M. Scott Richards, PE, who, after first being duly sworn, upon oath, deposes and says:

1. My name is M. Scott Richards, PE and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of Vice President for Carollo Engineers, Inc. (hereinafter "Respondent") and have been employed by Respondent since December 4, 2017.

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa **RFQ Q-23-13 COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems** and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

7. Based on my personal knowledge and belief, I state as follows:

   a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

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b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa **RFQ Q-23-13-COC for Engineering Services for Wastewater Collection, Treatment, and Disposal Systems**; in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Print Name: M. Scott Richards, PE

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was sworn to and subscribed before me by means of (X) physical presence or ( ) online notarization, this 5th day of April, 20 23 by M. Scott Richards, PE [X] who is personally known to me, or [ ] who has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 5th day of April, 20 23 .

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC
Print Name: Teresa Eleanor Boywid
June 20, 2025
My Commission Expires:

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Scrutinized Company Certification

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of $1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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(Authorized Signature)

M. Scott Richards, PE, Vice President
(Printed Name and Title)

Carollo Engineers, Inc.
(Name of Vendor)

STATE OF Florida, COUNTY OF Orlando

The foregoing instrument was acknowledged before me by means of (X) physical presence or (___) online notarization, this 5th day of April, 2023, by M. Scott Richards, PE (name of person whose signature is being notarized) as Vice President (title) of Carollo Engineers, Inc. (Name of Vendor), known to me to be the person described herein, or who produced _____ (type of identification) as identification, and who did/did not take an oath.

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC:

(Signature) State of Florida at Large (Seal)

Teresa Eleanor Boywid (Print Name) My commission expires: June 20, 2025

Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of $1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of $1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria:
Sudan:
1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
2. Have a material business relationship involving the supply of military equipment, or
3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
4. Have been complicit in the genocidal campaign in Darfur.

Iran:
1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

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2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:
http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.aspx then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

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Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

IDENTICAL TIE PROPOSALS: Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

A. 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 violations of such prohibition.

B. 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.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, 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 893, Florida Statutes, 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.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "E", Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

Authorized Signatory	M. Scott Richards, PE Typed Name of Signatory
Vice President Title	April 5, 2023 Date
Witness Signature	Teresa Boywid Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c.Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

d.Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)
1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant 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 prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,** as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant: Carollo Engineers, Inc.		Date: April 5, 2023
Signature of Authorized Certifying Official:	Title: M. Scott Richards, PE, Vice President	

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
Q-23-13-COC

Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

Carollo Engineers, Inc. whose business address is 200 E Robinson Street, Suite 1400, Orlando, FL 32801
[Name of entity submitting sworn statement]

and its Federal Employer Identification Number (FEIN) is 86-0899222.

My name is M. Scott Richards, PE and my relationship to the above is Vice President.
[Please print name of individual signing]

A. NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.

2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in `connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

Authorized Signatory	M. Scott Richards, PE Typed Name of Signatory
Vice President Title	April 5, 2023 Date
Witness Signature	Teresa Boywid Typed Name of Witness

CITY OF COCOA
REQUEST FOR QUALIFICATIONS
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Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
X	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	Delaware
Principal Place of Business (Enter Address)	2795 Mitchell Dr, Walnut Creek, CA 94598
Federal I.D. or Social Security Number	86-0899222

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H", Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor_Name: Carollo Engineers, Inc.

Mailing_Address: 200 E Robinson St #1400, Orlando, FL 32801

Telephone_Number: 407-478-4642 E-mail Address: enatale@carollo.com

FEIN: 86-0899222 DUNS: 045809316 CAGE Code: C7HVTLQZSWN4 As issued through www.sam.gov

Authorized Signatory Printed Name

M. Scott Richards, PE

Title Vice President

Date April 5, 2023

CITY OF COCOA
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E-Verify Contractor Affidavit

I hereby certify that Carollo Engineers, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Carollo Engineers, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: M. Scott Richards, PE
Date: April 5, 2023

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this April 5, 2023 (date) by M. Scott Richards, PE (name of officer or agent, title of officer or agent) of Carollo Engineers, Inc. (name of corporation acknowledging) , a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal] Notary Public
Teresa Eleanor Boywid
Name typed, printed, or stamped
My Commission Expires: June 20, 2025

TERESA ELEANOR BOYWID
Notary Public - State of Florida
Commission # HH 144069
My Comm. Expires Jun 20, 2025

CITY OF COCOA / WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS



Company ID Number:40635 Client Company ID Number:1491821

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Carollo Engineers, Inc.
Company Facility Address	2795 Mitchell Drive Walnut Creek, CA 94598
Company Alternate Address	4600 E Washington St Suite 500 Phoenix, AZ 85034
County or Parish	Contra Costa
Employer Identification Number	86-0899222
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	46



Company ID Number:40635 Client Company ID Number:1491821

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

California	10
Texas	7
Virginia	1
Florida	7
Massachusetts	1
Wisconsin	1
Illinois	1
Colorado	3
Missouri	1
New Mexico	1
Idaho	1
Arizona	3
Washington	1
Hawaii	1
Oklahoma	1
Nevada	2
Oregon	1
Utah	1
Nebraska	1
New York	1



Company ID Number:40635 Client Company ID Number:1491821

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angie Keezer
Phone Number	(602) 474-4236
Fax Number	
Email Address	akeezer@carollo.com

Name	Christian Varela
Phone Number	(602) 474-4287
Fax Number	
Email Address	cvarela@carollo.com

CITY OF COCOA
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FEMA RIDER

FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

GRANTEES AND SUBGRANTEES

1. ***Equal Employment Opportunity***

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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

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accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) 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 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has

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been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. 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.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(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 (b)(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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.

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(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. 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.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. 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.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. 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).

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b. 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.

c. 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 of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer 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 any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. 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.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this

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clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1.Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2.Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3.Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4.Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1.A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2.Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a.Are *not used* as a substantial or essential component of any system; *and*

b.Are *not used* as critical technology of any system.

2.Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment

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or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:

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(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, 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 this 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.

14. *DHS Seal, Logo, and Flags*

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

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment*
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1.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 an 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

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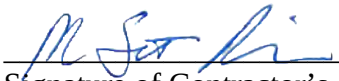
into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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.
3.The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, Carollo Engineers, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

M. Scott Richards, PE, Vice President

Name and Title of Contractor's Authorized Official

April 5, 2023

Date

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,~~

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~~pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

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Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

A. The subcontractor is bound by the terms of this Agreement;

B. The subcontractor is bound by all applicable state and federal laws and regulations; and

C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondent/Contractor Name: Carollo Engineers, Inc.

Mailing Address: 200 E Robinson Street, Suite 1400, Orlando, FL 32801

Telephone Number: 407-478-4642 E-mail Address: enatale@carollo.com

FEIN: 86-0899222 DUNS: 045809316 CAGE Code: C7HVTLQZSWN4 As issued through www.sam.gov

Authorized Signature

April 5, 2023
Date

M. Scott Richards, PE
Name of Respondent

Vice President
Title

CITY OF COCOA / WASTEWATER COLLECTION, TREATMENT, AND DISPOSAL SYSTEMS

CAROLLO / QUALIFICATION / APRIL 2023
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BUSINESS REFERENCE LIST

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

1.Company Name City of Daytona Beach
Contact Name and Title Eric Smith, PE, Deputy Utilities Director
Address 3651 LPGA Boulevard, Daytona Beach, FL 32124
Phone Number 386-671-8829 | e. smitheric@codb.us
Duration of Contract or business relationship 16 Years
We currently hold two continuing contracts with the City of Daytona Beach, one focused on water and wastewater treatment facilities and the other focused on planning, studies, design, and construction phase services for pipelines and pumping facilities.

2.Company Name City of Boynton Beach
Contact Name and Title Christopher Roschek, PE, Utilities Operations
Address 124 E. Woolbright Rd.| Boynton Beach, FL 33435
Phone Number 561-742-6413 | e. roschekc@bbfl.us
Duration of Contract or business relationship 9 Years
We currently hold a continuing services contract that is focused on water and wastewater t planning, studies, design, and construction phase services.

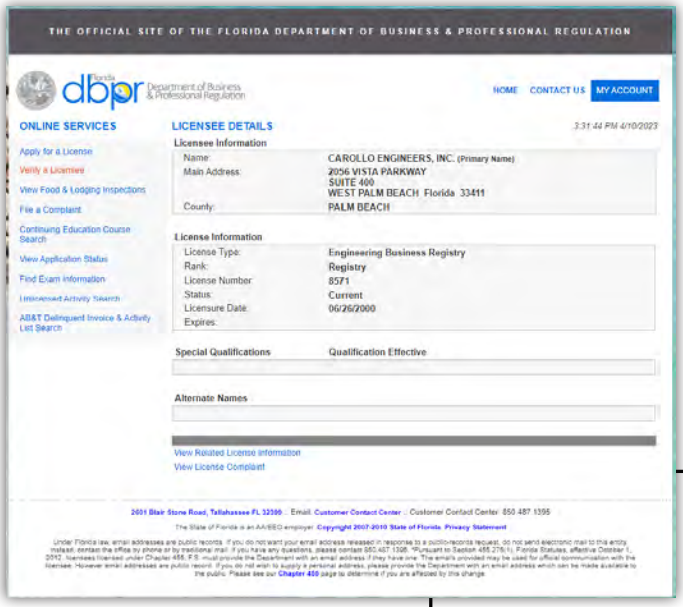
3. Name Toho Water Authority
Contact Name and Title Lan Zhou, Project Manager
Address 3651 LPGA Boulevard, Daytona Beach, FL 32124
Phone Number 407-944-5027 | e. lzhou@tohowater.com*
Duration of Contract or business relationship 7 Years
Carollo has been providing professional engineering services to Toho on water and wastewater treatment facilities including planning, studies, design, and construction phase services.

**Lan is currently working out of the Country and email is the most effective and preferred method of contact until she returns to the office.*

Standard Terms and Conditions/Special Condition Modification Requests

Carollo has no exceptions to the standard terms and conditions provided by the City in your Request for Qualifications Q-23-13-COC or any special condition modification requests at this time.

Carollo Business Licenses



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

dbpr Department of Business & Professional Regulation

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View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:31:44 PM 4/10/2023

Licensee Information

Name:	CAROLLO ENGINEERS, INC. (Primary Name)
Main Address:	2056 VISTA PARKWAY SUITE 400 WEST PALM BEACH Florida 33411
County:	PALM BEACH

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	8571
Status:	Current
Licensure Date:	06/26/2000
Expires:	

Special Qualifications | Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email's provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

State of Florida
Department of State

I certify from the records of this office that CAROLLO ENGINEERS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 25, 2000.

The document number of this corporation is F00000003055.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 13, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of February, 2023

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

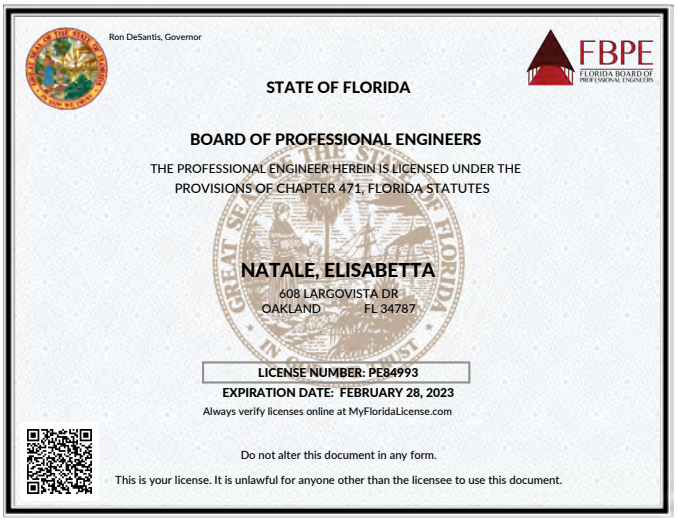
Secretary of State

Tracking Number: 9545514977CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Carollo Personnel Licenses



Ron DeSantis, Governor

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

NATALE, ELISABETTA
608 LARGOVISTA DR
OAKLAND FL 34787

LICENSE NUMBER: PE84993
EXPIRATION DATE: FEBRUARY 28, 2023
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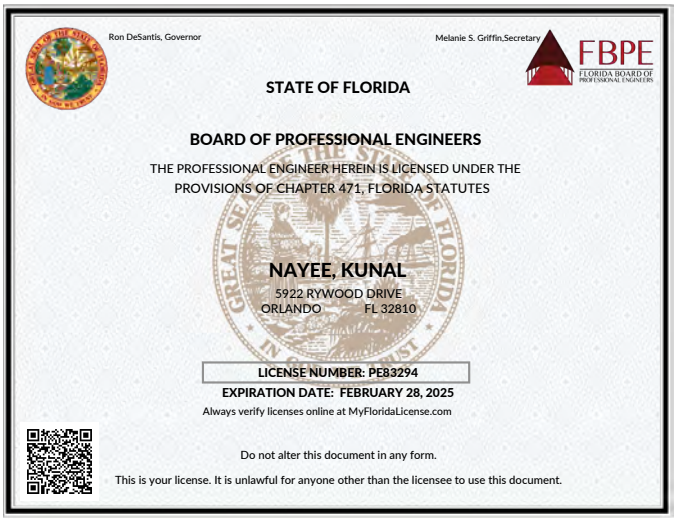

Ron DeSantis, Governor
Melanie S. Griffin,Secretary

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NAYEE, KUNAL
5922 RYWOOD DRIVE
ORLANDO FL 32810

LICENSE NUMBER: PE83294
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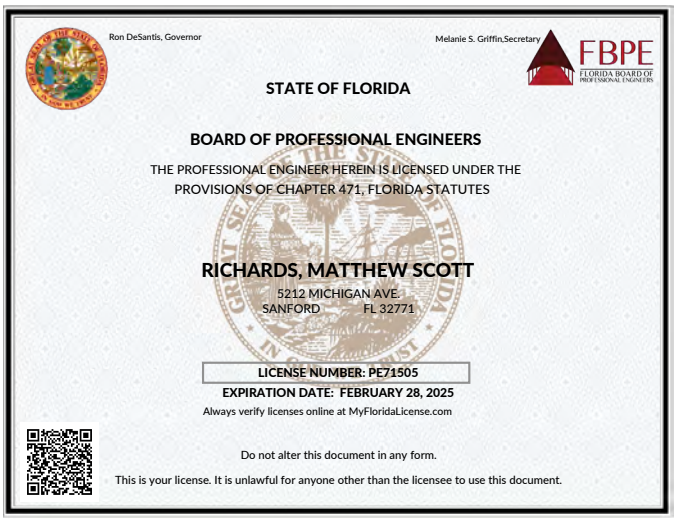

Ron DeSantis, Governor
Melanie S. Griffin,Secretary

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RICHARDS, MATTHEW SCOTT
5212 MICHIGAN AVE
SANFORD FL 32771

LICENSE NUMBER: PE71505
EXPIRATION DATE: FEBRUARY 28, 2025
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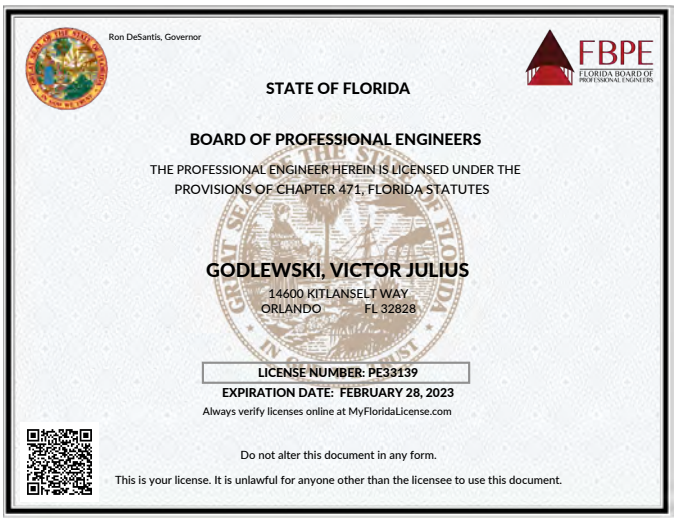

Ron DeSantis, Governor

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GODLEWSKI, VICTOR JULIUS
14600 KITLANSELT WAY
ORLANDO FL 32828

LICENSE NUMBER: PE33139
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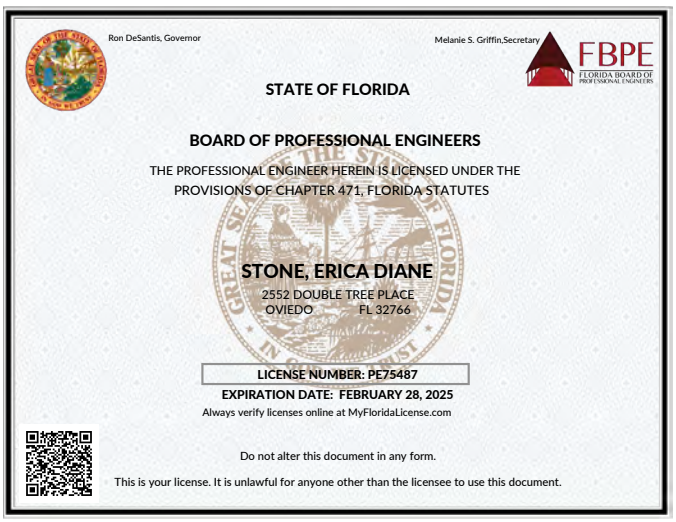

Ron DeSantis, Governor
Melanie S. Griffin,Secretary

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STONE, ERICA DIANE
2552 DOUBLE TREE PLACE
OVIEDO FL 32766

LICENSE NUMBER: PE75487
EXPIRATION DATE: FEBRUARY 28, 2025
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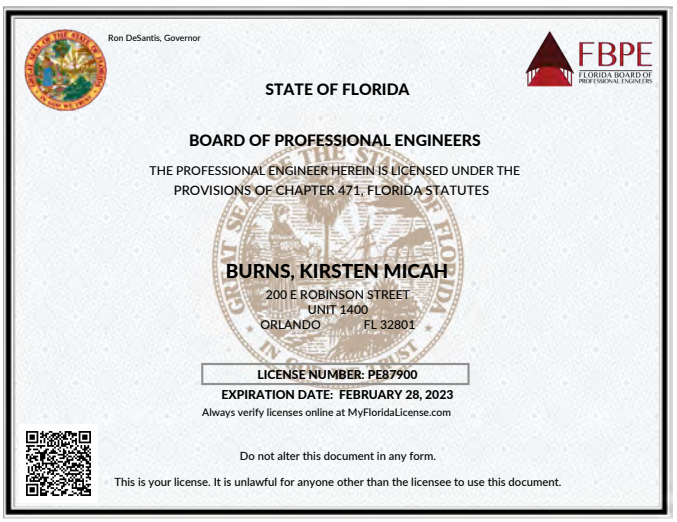

Ron DeSantis, Governor

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BURNS, KIRSTEN MICAH
200 E ROBINSON STREET
UNIT 1400
ORLANDO FL 32801

LICENSE NUMBER: PE87900
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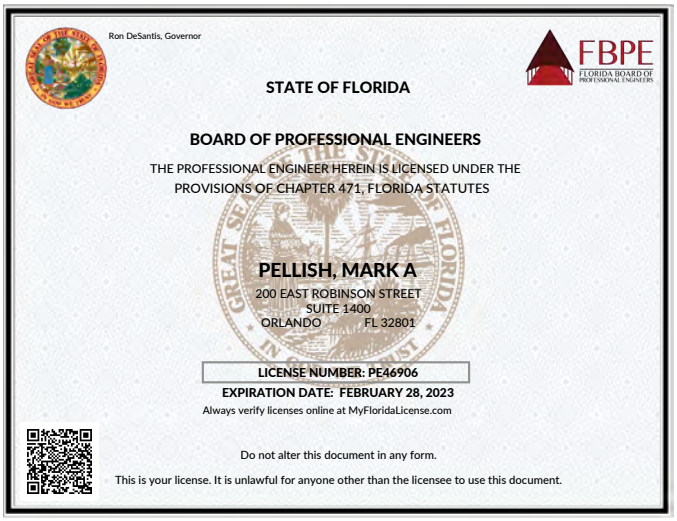

Ron DeSantis, Governor

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PELLISH, MARK A

200 EAST ROBINSON STREET
SUITE 1400
ORLANDO FL 32801

LICENSE NUMBER: PE46906
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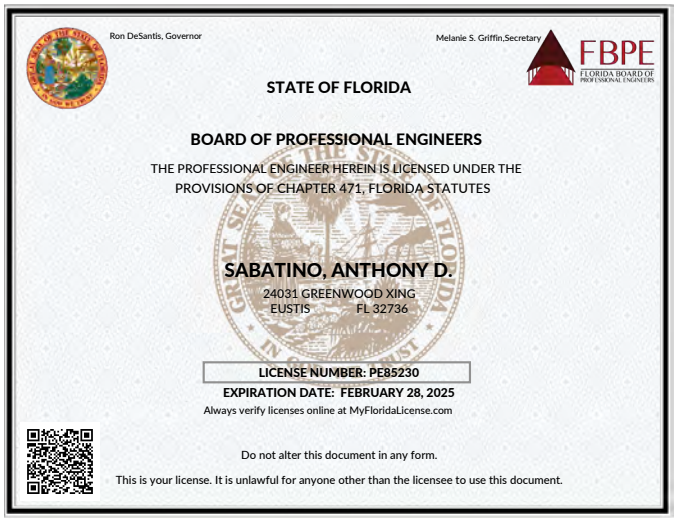

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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SABATINO, ANTHONY D.

24031 GREENWOOD XING
EUSTIS FL 32736

LICENSE NUMBER: PE85230
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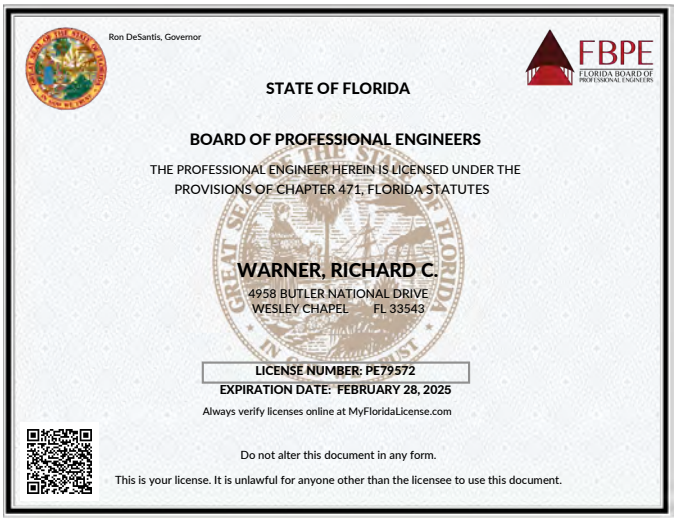

Ron DeSantis, Governor

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WARNER, RICHARD C.

4958 BUTLER NATIONAL DRIVE
WESLEY CHAPEL FL 33543

LICENSE NUMBER: PE79572
EXPIRATION DATE: FEBRUARY 28, 2025
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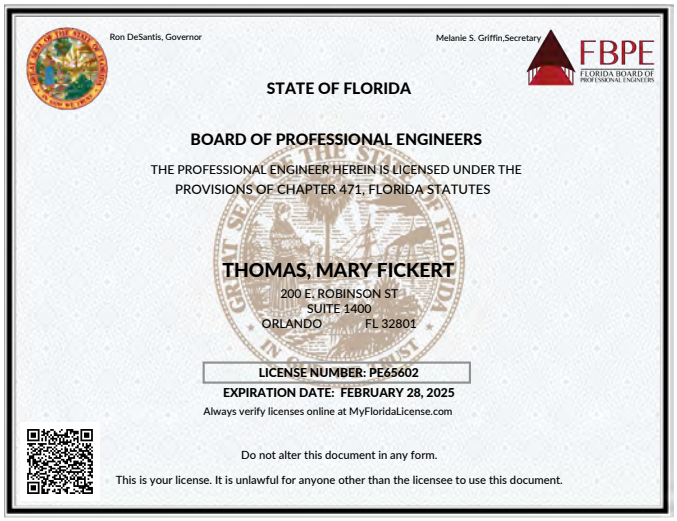

Ron DeSantis, Governor

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THOMAS, MARY FICKERT

200 E. ROBINSON ST
SUITE 1400
ORLANDO FL 32801

LICENSE NUMBER: PE65602
EXPIRATION DATE: FEBRUARY 28, 2025
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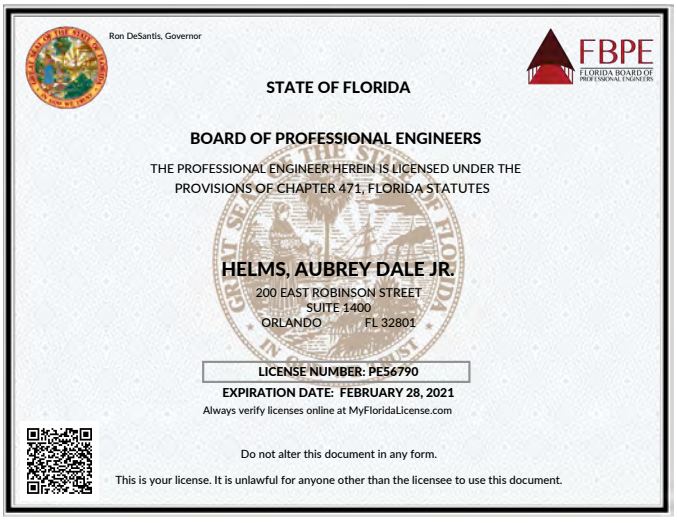

Ron DeSantis, Governor

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HELMS, AUBREY DALE JR.

200 EAST ROBINSON STREET
SUITE 1400
ORLANDO FL 32801

LICENSE NUMBER: PE56790
EXPIRATION DATE: FEBRUARY 28, 2021
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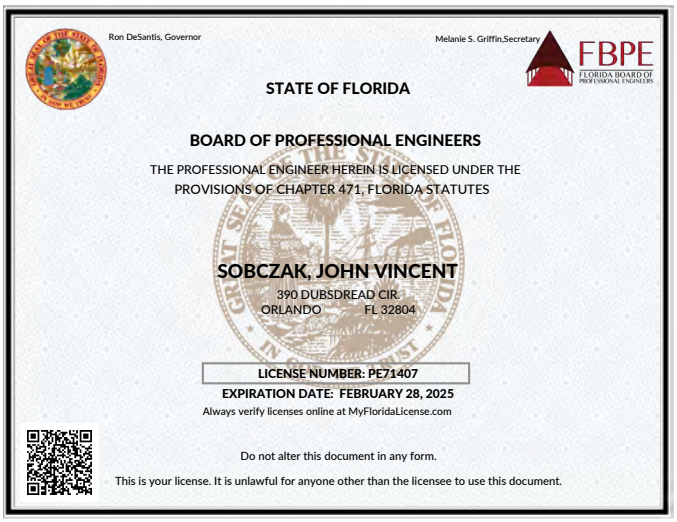
Subconsultant Licenses



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SOBCZAK, JOHN VINCENT

390 DUBSDREAD CIR
ORLANDO FL 32804

LICENSE NUMBER: PE71407

EXPIRATION DATE: FEBRUARY 28, 2025

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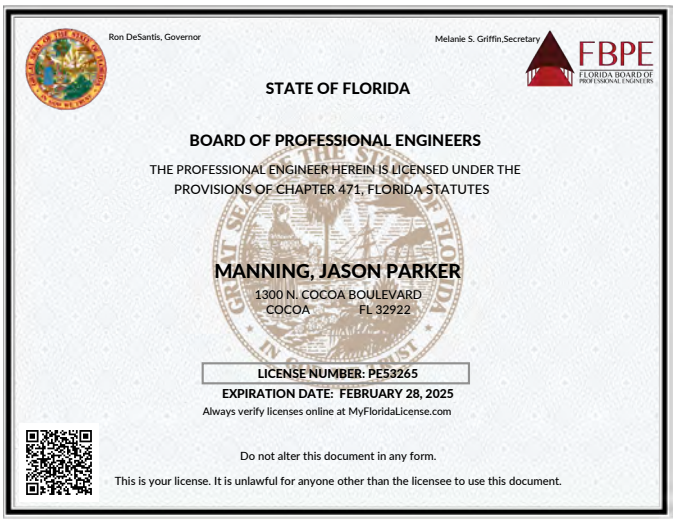

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MANNING, JASON PARKER

1300 N. COCOA BOULEVARD
COCOA FL 32922

LICENSE NUMBER: PE53265

EXPIRATION DATE: FEBRUARY 28, 2025

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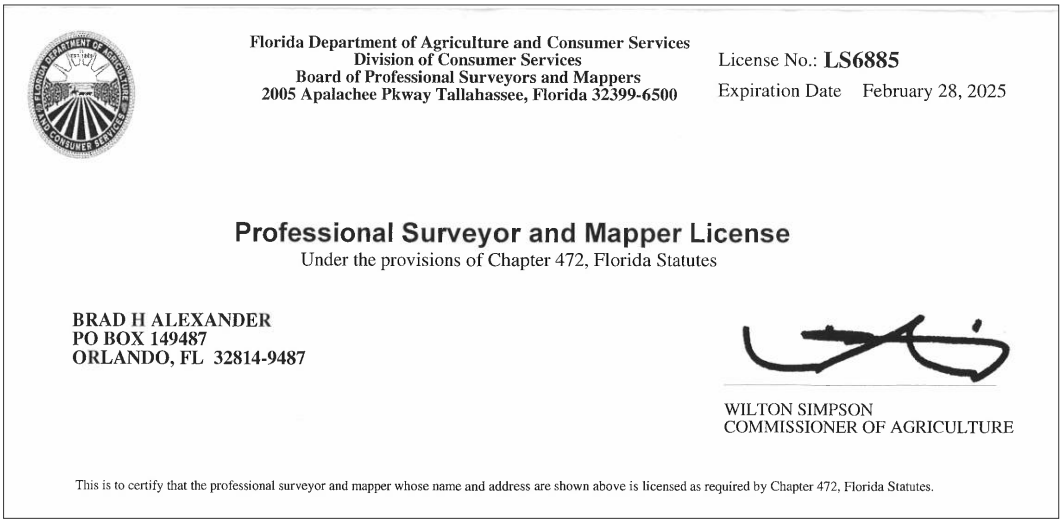

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6885

Expiration Date February 28, 2025

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

BRAD H ALEXANDER
PO BOX 149487
ORLANDO, FL 32814-9487

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

7/4/2023

DATE (MM/DD/YYYY) 3/28/2023

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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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1472884 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Continental Casualty Company — 20443 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19455159 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2022	7/4/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2022	7/4/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 9730570	7/4/2022	7/4/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2022	7/4/2023	EACH CLAIM: $4,000,000; AGGREGATE: $4,000,000	

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

RFQ - Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19455159
City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION See Attachments

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 Joseph M Agnello

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MBE Certificate



State of Florida

Woman & Minority Business Certification

L & S Diversified

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
07/07/2021 to 07/07/2023

Jonathan R. Satter, Secretary
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Founded in Orlando in 1972, Southeastern Surveying and Mapping Corporation (SSMC) is an independent, 100% employee-owned geomatics services firm providing Professional Surveying and Mapping, Subsurface Utility Engineering (SUE), and Geographic Information Systems (GIS) services throughout Florida and the Southeastern United States. Our staff of over 250 personnel includes 17 licensed Professional Surveyors and Mappers, one (1) Professional Engineer, 49 nationally Certified Survey Technicians (CST), two (2) Engineers in Training (EI), three (3) internationally Certified GIS Professionals, one (1) Certified in GIS, 19 licensed unmanned aerial vehicle (UAV) pilots, and dozens of highly experienced survey, computer-aided design (CAD), and GIS technicians. With offices across the region, including **Orlando (Headquarters),** Pensacola, Kissimmee, Mount Dora, Jacksonville, Chipley, Panama City, Marianna, and Dothan, AL**,** SSMC delivers localized expertise and responsive service to its clients. SSMC has extensive experience working with municipalities, government agencies, and Federal Agencies across Florida, providing innovative and needs-specific solutions for municipal, public transportation, private development, and **infrastructure improvement**s. At the forefront of technology, we leverage state-of-the-art equipment, leading-edge software, and cutting-edge processes to deliver high-quality results. Our firm provides the personalized touch of a small company with the resources of a large firm, continuously upholding our motto: "Proven commitment to our client's success."

Professional Surveying and Mapping Division

- Boundary Surveys
- ALTA/NSPS Boundary Surveys
- Right-of-Way Location Surveys
- Section Corner Recovery
- Control Surveys
- Right-of-Way Mapping
- Maintenance Mapping
- Monumentation Mapping
- Sketch and Legal Descriptions
- Deed Research
- Title Search Review
- Subdivision Platting
- Platting Reviews
- Design Route Surveys
- Bridge Surveys
- Utility Infrastructure Surveys
- Tree Location Surveys
- Easement Surveys
- Special Purpose Surveys
- Foundation Surveys
- As-Built Surveys
- Construction Layout
- 3rd Party Construction QA
- Quantity Surveys
- Hydrographic/Bathymetric Surveys
- FDEP Submerged
- Land Lease Documents
- Elevation Certificates
- Mean High Water Surveys
- Riparian and Littoral Surveys
- Mobile LiDAR
- Terrestrial Scanning
- Stop and Go Scanning
- LiDAR Data Management
- UAV Imagery and Terrain Modeling
- Aerial Photo Control Targeting Surveys
- Environmental Surveys
- Wetland Location Surveys
- Expert Witness Testimony

Geographic Information Systems Division

- Cartographic Services
- Field Data Collection Services
- GIS Data Services
- GIS/IT Implementation Services
- Records Management Services

Subsurface Utility Engineering Division

- Concrete Imaging and Mapping
- Continuity Testing
- Grave Location and Cemetery Mapping
- Ground Penetrating Radar (GPR)
- Pipe Thickness Testing (UT)
- Subsurface Utility Designation, Location, and Mapping
- Sub Aqueous Utility Location
- Vacuum Excavation (Test Holes)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/4/2026 — 6/20/2025

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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** — **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1472612 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Allied World Surplus Lines Insurance Company — 24319 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19747317 **REVISION NUMBER:** XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	N	GLO 9730569	7/4/2025	7/4/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2025	7/4/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 2,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N — N / A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2025	7/4/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY FULL PRIOR ACTS	N	N	0313-9010	7/4/2025	7/4/2026	EACH CLAIM: $3,000,000; AGGREGATE: $3,000,000	

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

Engineering Services for Wastewater Collection, Treatment, and Disposal Systems, Bid No. Q-23-13-COC. City of Cocoa is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

19747317
City of Cocoa
65 Stone St.
Cocoa FL 32922

CANCELLATION See Attachments

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

Joseph M Agnello

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General Liability, & Workers' Compensation Deductibles: N/A. Auto Liability Deductible: $10,000. Professional Liability Deductible: $50,000. Thirty (30) days’ notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days’ notice in the event of non-payment of premium.

POLICY NUMBER: 0313-9010

ENDORSEMENT

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)

Policy No.	0313-9010
Issued to	Carollo Engineers, Inc.
Issued by	Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	**30**

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
All certificate holders where notice of cancellation is required by written contract with the Named Insured	**30**

All other terms and conditions of this policy remain unchanged.

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NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s)/Organizations:	All Certificate holders where notice of cancellation is required by written contract with the Named
Number of Days Notice:	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

Other Insurance Amendment - Primary and Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

EDWIN MUNOZ, JR, PSM

SURVEY PROJECT MANAGER

2021 Florida Registration #7288

ORLANDO, FL
2017-PRESENT



Edwin has 14 years of Professional Surveying and Mapping Experience, with 8 years at SSMC and 6 at other firms. His responsibilities include research, reconnaissance, project coordination, and scheduling field and office personnel for various private and public survey projects. Edwin has extensive experience in all aspects of Surveying and Mapping Services, including Topographic Surveys, Boundary Surveys, Special-Purpose Surveys, Hydrographic Surveys, program and budget development, presentations to public entities, and project management with embedded QA/QC and various other survey types and other duties related to surveying. **Edwin is committed to delivering a quality product on time and within the agreed-upon budget while exceeding your expectations.**

EDUCATION

- B.A. in Business Administration, University of Central Florida
- Geomatics Certification, University of Florida

ORGANIZATIONS

- Florida Surveying and Mapping Society
- Current Associate Director Florida Surveying and Mapping Society - Central Florida Chapter (2023-2024)
- National Society of Professional Surveyors

RELEVANT PROJECT EXPERIENCE

City of Cocoa Beach - North Indian River Drive Shoreline & Master Plan **2023-2024**
Cocoa Beach, Florida
SSMC provided comprehensive surveying and mapping services, including a Right of Way Control Survey to establish accurate boundary control, a Topographic Survey to capture site features and elevations, and an Infrastructure Inventory & GIS to document existing assets. Additionally, a Sketch & Description was prepared for easements or acquisitions, and Subsurface Utility Designation was conducted to identify underground utilities, ensuring precise and reliable data for project planning and design.

City of Melbourne - Pineda Causeway Booster Pump Station Chemical Delivery Access Evaluation
Melbourne, Florida **2023**
SSMC conducted a topographic survey where horizontal and vertical control was established. All improvements and utilities were located based on above-ground features. Spot elevations on natural ground and existing improvements were obtained for interpolation of one-foot contours on the final drawing. A minimum of two site benchmarks were established. Trees with a diameter of 8 inches or larger, measured at breast height, were located. Soil boring locations were staked. The location, top elevations, pipe size and type, and pipe invert elevations for all inlets, storm and sanitary manholes, and control structures were determined.

Brevard Public Schools - Space Coast High School Track Field - Topographic Survey
Cocoa Beach, Florida **2022**
SSMC conducted a Topographic Survey to support project planning and design. Services included establishing horizontal and vertical control based on NAD83 (Florida East Zone) and NAVD88, respectively. The survey identified all visible improvements and utilities, recorded spot elevations for generating one-foot contours, and established site benchmarks. Key features such as stormwater and sanitary structures, tree locations (8-inch DBH and larger), wetland delineations (if flagged by an environmental consultant), and soil boring locations were documented.

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

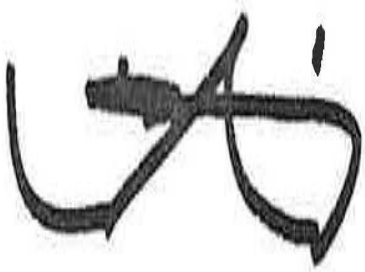
License No.: LS7288

Expiration Date February 28, 2027

Professional Surveyor and Mapper License

Under the provisions of Chapter 472, Florida Statutes

EDWIN MUNOZ JR.
5682 WESTERN SUN DR
SAINT CLOUD, FL 34771-7492



WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

ADS Engineering Consultants

WATER INFRASTRUCTURE▪DESIGN▪DRAFTING

CAPABILITIES STATEMENT SUMMARY

COMPANY PROFILE

ADS Engineering Consultants (ADS) was founded in late 2024 to provide personalized support of engineering and drafting design projects to prime consultants to better serve their clients. Specializing in Water Infrastructure, the mission of ADS is to provide high quality, efficient and cost effective engineering and drafting solutions to support small to mid-sized projects. Also core to our mission is to prioritize opportunities to work on projects for clients that we have prior experience and legacy knowledge. We believe that this experience is invaluable in understanding client preferences and methodologies for the best chance to achieve total project success.

CORE COMPETENCIES

Tony Sabatino, the owner, engineer and CAD designer of ADS has extensive experience of the planning, permitting, design and construction of many Water Reclamation Facilities (WRF) and pipeline systems across Central Florida. Some of the clients and facilities previously served are as follow:

- *Toho Water Authority (TOHO)*– Camelot WRF, Lake Marion WRF, Sandhill WRF, South Bermuda WRF
- *Orange County Utilities (OCU)* – Northwest WRF, Eastern WRF, South WRF, Hamlin WRF
- *Water Converv II Reuse Project* – Jointly owned by OCU and the City of Orlando
- *City of Cocoa* – Jerry Sellers WRF

ADS has expertise with the following design tools:

- AutoCAD Civil3D
- Geographic Information Systems
- Hydraulic Modeling
- Plant Hydraulics

CURRENT PROJECTS

Water Conserv II – Tony has been serving the WCII project since 2012, the WCII contract operator, Woodard & Curran hired ADS to continue to provide planning, design, compliance related services and as-needed CAD support. Some of the ongoing projects include the design and construction of multiple large service connections and pipeline realignments to the existing distribution pipe network.

Polk Regional Water Cooperative (PRWC) Southeast(SE) Water Production Facility (WPF) Raw Water Transmission Main – As a subconsultant to Carollo Engineers, ADS was hired to continue engineering and CAD support for the final design and construction of a 27,000' HDPE pipeline ranging from 16" to 54" in diameter that conveys raw groundwater from the SE wellfield to the WPF for treatment.

CONTACT INFORMATION

Tony Sabatino
ADS Engineering Consultants
24031 Greenwood Xing
Eustis, Fl 32736
321.231.3602
tony@ads-engineering.net

TONY SABATINO, P.E.

Civil and Environmental Engineer



Years of Experience

13 Engineering

16 CAD Design and Drafting

22 Construction

Professional qualifications

Professional Engineer: State of Florida, 2018 (85230)

Areas of practice

Wastewater Treatment Design; Plant and infrastructure hydraulics; Reclaimed water management; Civil Site Design; Construction Management

CAREER SUMMARY

Tony Sabatino is a Civil and Environmental Engineer and is the owner of ADS Engineering Consultants (ADS). His technical background is in hydraulics, civil site layout and design, wastewater treatment design and operation, inside and outside the fence piping and pumping systems, reclaimed water management and construction management. Tony has expertise in Computer Aided Drafting (AutoCAD Civil 3D), Building Information Modeling (BIM) and Hydraulic modeling. Prior to starting ADS and his engineering career, Tony had a successful career as a construction supervisor where he was involved in the construction and quality control of the building of over 1,000 residential homes in Central Florida.

EDUCATION

ME, Civil Engineering, Colorado State University 2015

BS, Environmental Engineering, University of Central Florida 2011

MILITARY SERVICE

United States Navy, Aviation Electronics Technician 1984-1989

PROFESSIONAL EXPERIENCE

ADS Engineering Consultants – *Owner and Engineer* 2024-present

- Project: Water ConservII (WCII) – provide ongoing engineering and operational support for the project. Duties include design, drafting and construction support to various project additions and improvements.
- Project: Polk Regional Water Cooperative (PRWC) – Provide ongoing engineering design and drafting support for the PRWC SE Water Production facility's raw water transmission main project. Serving as lead engineer and CAD designer for the project as a subconsultant for Carollo.

Carollo Engineers – *Senior Engineer* 2019-2024

- Worked on multiple wastewater design and piping projects from concept to final design through bidding and construction. Duties included process design, mechanical layout and design, plant hydraulics and construction phase services
- Clients served – WCII, Toho Water Authority (TOHO), City of Orlando, City of Cocoa, Orange County Utilities (OCU), Orlando Utilities Commission (OUC), City of Winter Springs.

WSP – *Senior Engineer* 2012-2019

- Served as primary design engineer and CAD coordinator for the Orlando office. Worked on multiple infrastructure projects, permitting and ongoing compliance reports.
- Clients served – WCII, Toho Water Authority (TOHO), City of Cocoa, Orange County Utilities (OCU), City of Winter Garden.

Construction Supervisor/Tradesman – *Various Positions* 1990-2012

State of Florida
Department of State

I certify from the records of this office that ADS ENGINEERING CONSULTANTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 14, 2024.

The document number of this limited liability company is L24000437835.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on February 12, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of July, 2025



Secretary of State

Tracking Number: 0153526916CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SABATINO, ANTHONY D.

24031 GREENWOOD XING
EUSTIS FL 32736

LICENSE NUMBER: PE85230

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2025
Agenda Date:	July 22, 2025
File ID:	2025-632
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the travel of Mayor Blake, Deputy Mayor Weeks, Councilmember Koss, Councilmember Hearn and Councilmember Goins to Attend the Florida League of Cities Annual Conference from August 13 - August 16, 2025.

BACKGROUND:

Mayor Blake, Deputy Mayor Weeks, Councilmember Koss, Councilmember Hearn, and Councilmember Goins have expressed interest in attending the Florida League of Cities Annual Conference, which will be held in Orlando, Florida, on August 13 and 16, 2025. The registration fees, lodging and meals for the conference have already been accounted for and are included in the Council's Training and Travel and Per Diem budget.

As President of the Florida League of Cities, Mayor Blake's expenses will be covered by the Florida League of Cities.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Yes

Source/Use of Funds

Account Number	Amount
001-1000-511.40-00	$2,000
001-1000-511.55-00	$2,600

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the travel of Mayor Blake, Deputy Mayor Weeks, Councilmember Koss, Councilmember Hearn and Councilmember Goins to Attend the Florida League of Cities Annual Conference from August 13 - August 16, 2025.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 16, 2025
Agenda Date:	July 22, 2025
File ID:	2025-700
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Councilwoman Koss is seeking approval from the City Council in order to attend a Planning Officials Training workshop on Tuesday, September 16 at the Ocean Center in Daytona Beach.

BACKGROUND:

A Planning Officials Training Workshop will be held in Daytona Beach hosted by the American Planning Association Florida Chapter. During the annual Florida Planning Conference, the American Planning Association Florida Chapter hosts a comprehensive training from top experts in Florida's planning field. This all-day training is ideal for appointed advisory board members, utilities or historic preservation board members, city clerks, or a local government employee who is eager to learn more about local planning and zoning fundamentals, land use law, future planning trends, and effective public engagement tactics.

Training will be held at the Ocean Center in Daytona on Tuesday, September 16th, 9:00am – 4:30pm.

This is an unbudgeted request of $45 dollars that would ultimately come out of Council's Travel & Per Diem account. There is no overnight stay required.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No.

Source/Use of Funds

Account Number	Amount
001-1000-511.40-00	$45.00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Councilwoman Koss is seeking approval from the City Council in order to attend a Planning Officials Training workshop on Tuesday, September 16 at the Ocean Center in

Daytona Beach.

American Planning Association
Florida Chapter

Creating Great Communities for All

Sept. 16, 2025
Planning Officials Training

9 – 10:30 am:	Merle Bishop, FAICP, *Implementing Comprehensive Planning Techniques*
10:45 – 11 am:	Break
11 am – 12 pm:	Owen Beitsch, FAICP, *Private Sector Perspectives on Current and Future Planning Trends*
Noon - 12:45 pm:	Lunch and networking
12:45 – 1:45 pm:	Bob Cambric, *Effective Public Engagement Practices*
1:45 – 2 pm:	Break
2 – 3 pm:	Merle Bishop, *Ethics in Planning*
3 – 4:30 pm:	Peter Henn, AICP, Esq., + Laurie Harari, *Navigating Land Use Law Requirements*

Please go to the FPC25 Planning Commissioner registration page to review all options.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 17, 2025
Agenda Date:	July 22, 2025
File ID:	2025-717
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Correction to the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing.

BACKGROUND:

At the July 8, 2025 City Council meeting, the Surplus Property List was presented at a Public Meeting. During the item, Councilwoman Koss requested that 1204 Cambridge Street be reconsidered for a community park due to her assessment that the area is a park desert. The item was approved with the address removed from the final Resolution. At the July 15, 2025 Cocoa Budget Workshop, Councilwoman Koss indicated that the 1204 Cambridge St. site was not appropriate for a community park due to the fact that it is between two residential lots.

Staff is requesting Surplus Property List as presented in Exhibit A be approved to add back the 1204 Cambridge St. address as requested by Councilwoman Koss.

Upon approval of Resolution ##-####, it will be published as required on the City's website.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Correction to the affordable housing real property inventory list and approve a Resolution identifying certain real property within the City to which the City holds fee simple title that is appropriate for permanent affordable housing.

City of Cocoa Properties

Line	Tax Parcel	Address	Legal Description
1	3019557	Not assigned	Michael C Blake Lot 1
2	3019558	Not assigned	Michael C Blake Lot 2
3	3019559	Not assigned	Michael C Blake Lot 3
4	3019560	Not assigned	Michael C Blake Lot 4
5	3019561	Not assigned	Michael C Blake Lot 5
6	3019562	Not assigned	Michael C Blake Lot 6
7	3019565	Not assigned	Michael C Blake Lot 9
8	3019566	Not assigned	Michael C Blake Lot 10
9	3019567	Not assigned	Michael C Blake Lot 11
10	3019568	Not assigned	Michael C Blake Lot 12
11	3019569	Not assigned	Michael C Blake Lot 13
12	3019570	Not assigned	Michael C Blake Lot 14
13	3019571	Not assigned	Michael C Blake Lot 15
14	3019572	Not assigned	Michael C Blake Lot 16
15	3019573	Not assigned	Michael C Blake Lot 17
16	2461518	805 Temple St	Lot 7 BLK 13 Plat Book 0005 Page 0072 COLLEGE PARK AMENDED MAP
17	2461745	804 Barbara Jenkins St	Lot 14 BLK 13 Plat Book 0005 Page 0072 COLLEGE PARK AMENDED MAP
18	2425286	619 Stone St	LOTS 3 BLK 11PLAT BOOK 0005 PAGE 72
19	2425302	320 Loquat Ave	Lot 9 Block 12A Plat Book 0005 Page 0072
20	2424059	712 Stone Street	Plat Book/Page 0008/0050, Sub Name: COLLEGE PARK Re Amended Map of Lt 1, Blk 3.
21	2424816	629 S. Georgia Avenue	Lot 9, Block 4, VIRGINIA PARK SUBDIVISION, according to Plat Book 5, Page 10
22	2424282	1110 Grove Avenue	Lot 20, Block |, Replat No. 2, Cocoa Annex Re-subdivision according to Plat book | 9 Page 36
23	2414965	1970 Furman Court	Lot 11, Block K, COLLEGE MANOR NO. ONE,according to the plat thereof, as recorded in Plat book 14, Page 104

24	2422721	1059 Olive Street	Lot 140, BROADMOOR ACRES,according to the plat thereof, as recorded in Plat Book 10, Page 45
25	2422693	1050 Bellefonte Avenue	Lot 112, BROADMOOR ACRES,according to the plat thereof, as recorded in Plat Book 10, Page 45
26	2422533	1101 Avon Place	Lot 98, COCOA MODERN MANOR, according to the plat thereof as recorded in Plat Book 11, Page 95
27	2422352	801 Eden Street	Lot 7, Block F, ROYAL GARDEN HOMES SECTION ONE, according to the plat thereof, as recorded in Plat Book 11, Page96
28	2426110	514 S. Wilson	Davidsons Unrecorded Subd Part of NW 1/4 of SW 1/4 As Des In DB 410 Pg 59 Known As Davidsons Unrec SD Lot 3 BLK E.
29	2415581	1204 Cambridge	Lot 9 Block No 3 Plat Book 0012 Page 0100
30	2425305	437 Satsuma	Lot 1, Block 12C, Amended Map of College Park, according to the Pat thereof as recorded in Plat Book 5, Page 72
31	2415726	1408 Donna Avenue	COCOA HILLS SUBD LOT 2
32	2421045	Not assigned	Part Of NW 1/4 Of SW 1/4 Adj To New Rr R/W As Des In Orb 870 Pg 216
33	2424298	1043 Peachtree St	Barlows Subd Lot 6 Subd
34	2425487	352 Pomolo St	Part Of SE 1/4 Of NW 1/4 As Des In Orb 243 Pg 51
35	2424266	1112 Peachtree St.	Cocoa Annex Replat #2
36	2421351	Not assigned	Cocoa Hills SUBD Replat of lot 230
37	2426029	203 Orange St.	HARDEES PLAT OF INDIAN RIVER CITY

Updated 7-2-25 CTN

Subdivision Name/Vacant or Improved	Parcel ID
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-1
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-2
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-3
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-4
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-5
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-6
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-9
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-10
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-11
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-12
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-13
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-14
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-15
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-16
MICHAEL C. BLAKE/ Vacant	24-36-32-07-*-17
College Park Amended Map/ Vacant	24-36-32-CC-13-7
College Park Amended Map/ Vacant	24-36-32-CC-13-14
College Park Amended Map/ Vacant	24-36-33-CC-11-3
College Park Amended Map/ Vacant	24-36-33-CC-12. A-9
College Park Re Amended Map Of/ Vacant	24-36-32-CB-3-1
VIRGINIA PARK/ Vacant	24-36-32-75-4-9
Cocoa Annex Replat No 2/ Vacant	24-36-32-02-1-20
College Manor No 1/ Vacant	24-36-19-BS-K-11

Broadmoor Acres Subd/ Vacant	24-36-29-78-*-140
Broadmoor Acres Subd/ Vacant	24-36-29-78-*-112
Cocoa Modern Manors/ Vacant	24-36-29-77-*-98
Royal Garden Homes/ Vacant	24-36-29-75-F-7
Davidsons Unrecorded Subd/ Vacant	24-36-33-53-E-3
Pineridge Unit No 3/ Vacant	24-36-20-BO-3-9
College Park Amended Map/ Vacant	24-36-33-CE-12,C-1
Cocoa Hills Subd/ Vacant	24-36-20-BV-*-2
/ Vacant	24-36-28-00-502.2
Barlows Subd/ Vacant	24-36-32-03-*-6
/ Vacant	24-36-33-00-267
Cocoa Annex Replat No 2/ Vacant	24-36-32-02-G-20
Cocoa Hills SUBD Replat of lot 230 Vacant	24-36-29-BW-*-230
HARDEES PLAT OF INDIAN RIVER CITY E 120 FT OF LOT 32 EX E 40 FT OF N 80 FT	24-36-33-35-*-32

Notes

Not for resale - RFP awarded to Lennar Homes for purchase of lot
Not for resale - RFP awarded to Lennar Homes for purchase of lot
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Zoning RU-1-7 - DS

Zoning RU-1-7 - DS

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Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7

Zoning RU-1-7 DS

Zoning RU-1-7

Zoning RU-1-7 - DS

Zoning RU-1-7

Parcel of land adjacent to RR tracks (East side of tracks) - not a buildable lot, recommend selling to adjacent property owner

Zoned C-W: needs to be sold as commercial

Not a buildable lot, recommend selling to adjacent property owner

Zoning C-N (commercial neighborhood)

Zoning RU-1-7

Not for resale - Preparing an RFP for project.

Line	Tax Parcel	Diamond Square Properties Address	Legal Description
1	2424165	Unknown - Rosa L Jones Dr	Part Of W 1/2 Of NE 1/4 Of SE 1/4 As Des In Db 251 Pg 45 Ex Db 382 Pg 120,w 365.6 Ft & Rd R/W Known As Par B
2	2424166	Unknown - Rosa L Jones Dr	Part Of W 1/2 Of NE 1/4 Of SE 1/4 As Des In Db 251 Pg 45 Ex Db 382 Pg 120 & W 365.6 Ft Known As Par A

Updated 7-2-25 CTN

Subdivision Name/Vacant or Improved	Parcel ID
/ Vacant	24-36-32-00-773
/ Vacant	24-36-32-00-773.1

Notes

between 826 & 918 Rosa L Jones Dr (Zoned RU-2-15)

between 826 & 918 Rosa L Jones Dr (Zoned RU-2-15)

RESOLUTION 2025-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS, IDENTIFYING CERTAIN REAL PROPERTY OWNED BY THE CITY WHICH MAY BE USED FOR AFFORDABLE HOUSING PROGRAMS IN THE CITY OF COCOA; PROVIDING A SURPLUS PROPERTY DETERMINATION AND FOR THE DISPOSITION OF SAID PROPERTY FOR THE BENEFIT OF AFFORDABLE HOUSING IN THE CITY OF COCOA; PROVIDING FOR THE REPEAL OF PRIOR, INCONSISTENT RESOLUTIONS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 166.0451, provides that each City shall prepare an inventory list of all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing;

WHEREAS, the inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved;

WHEREAS, the City Council may offer the properties for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the City's fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing;

WHEREAS, City Council may otherwise make the property available for use for the production and preservation of permanent affordable housing.

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

SECTION 1. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 2. It is hereby deemed, determined and declared that the properties more particularly described in **Exhibit "A",** attached hereto and incorporated herein by this reference, may be used by the City for affordable housing purposes, as the term "affordable" is defined in section 420.0004(3), Florida Statutes, and as provided in Section 3 of this Resolution. The City Council reserves the rights to revise Exhibit "A" as deemed necessary.

SECTION 3. It is hereby declared that the City may offer the properties for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase the City's fund earmarked for affordable housing; or may be sold by negotiated agreement with a buyer with a restriction that requires the development of the property as permanent affordable housing and such other terms and conditions required by the City Council; or may be donated to a nonprofit housing organization for the construction of permanent affordable housing.

SECTION 4. The City Manager may negotiate terms and conditions of the disposition of the properties described on Exhibit "A" subject to the City Council's approval.

SECTION 5. No provision of this Resolution shall be construed or interpreted to require the City to require that the properties described in Exhibit "A" be used for affordable housing.

SECTION 6. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of July 2025.

CITY OF COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	June 24, 2025
Agenda Date:	July 22, 2025
File ID:	2025-584
Prepared By:	Lora Howell, Deputy Finance Director
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Approve Resolution No. 2025-045, Establishing the Rolled-Back Rate, and Approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2026 Budget. It is also recommended that the City Manager be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.

BACKGROUND:

Florida Statutes §200.065, also known as the Truth-in-Millage (TRIM) law, governs the process by which local taxing authorities set and communicate their proposed property tax rates. Each year, municipalities must:

- Certify the prior year millage rate, current year proposed millage rate, rolled-back rate, and tentative budget hearing details to the County Property Appraiser within 35 days of the certification of taxable values (July 1). This deadline for the City of Cocoa is August 4, 2025.
- To meet this requirement, staff must submit the Certification of Taxable Value (Form DR-420) and, for each Community Redevelopment Agency (CRA), a Tax Increment Adjustment Worksheet (Form DR-420TIF).

The proposed operating millage rate for Fiscal Year 2025–2026 is 6.9532 mills. This proposed rate will be included in the Notice of Proposed Property Taxes (TRIM Notice) mailed by the Brevard County Property Appraiser to all property owners on or before August 24, 2025.

TENTATIVE HEARING DETAILS:

Date: September 3, 2025
Time: 6:00 PM
Location: City Council Chambers, 65 Stone Street, Cocoa, FL 32922

At this hearing, City Council will adopt the tentative millage rate and tentative FY 2025–2026 budget.

A second and final hearing will be held:
Date: September 16, 2025
Time: 6:00 PM
Location: Same as above

At the final hearing, Council will adopt the final millage rate and budget by resolution.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
As presented above, the City is required to budget a minimum of 95%. The millage rate of 6.9532 equals $13,583,865, at 95% is $12,904,672 and results in an increase of 6.6% in budgeted ad valorem revenue over the Fiscal-Year 2025 Budget. Payment to the two (2) CRA's out of the ad valorem revenue (budgeted at 95%) collected by the City is:

Cocoa CRA $1,387,299
Diamond Square CRA $423,308
Total dedicated to the two (2) CRA's = $1,810,607

PREVIOUS ACTION:

RECOMMENDED MOTION:
Approve Resolution No. 2025-045, Establishing the Rolled-Back Rate, and Approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2026 Budget. It is also recommended that the City Manager be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.

RESOLUTION NO. 2025-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE ROLLED-BACK MILLAGE RATE; ADOPTING A PROPOSED MILLAGE RATE; AND SETTING THE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 200.065 expressly provides that municipalities shall adopt a Proposed Millage rate; and

WHEREAS, Florida Statute 200.065 requires that within 35 days of certification of value, each taxing authority shall advise the property appraiser of its proposed millage rate, of its rolled-back millage rate and of the date, time and place at which public hearings will be held to consider the tentative millage rate and tentative budget; and

WHEREAS, Florida Statute 200.65 provides that at the time of the adoption of the proposed millage rate, the municipality shall set the date, time and place for a public hearing to consider the tentative millage and the tentative budget; and

WHEREAS, Florida Statute 200.65 further requires that within 80 days of the certification of value, but not earlier than 65 days after the certification the governing body of each taxing authority shall hold a public hearing on the tentative budget and tentative millage rate.

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

SECTION 1. The rolled-back millage rate to be used for millage calculation for the City of Cocoa, Florida for Fiscal Year 2026 is set at 6.7367 mils.

SECTION 2. The proposed millage rate for the City of Cocoa, Florida for the Fiscal Year 2026 is 6.9532 mils which is 3.21% greater than the computed rolled-back rate of 6.7367 mils.

SECTION 3. A public hearing shall be held in the City of Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida on September 3, 2025, at 6:00 p.m. to consider the tentative millage rate and the tentative budget for Fiscal Year 2026.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida including, but not limited to Resolution No. 2025-045

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 22nd day of July 2025.

_____
Michael C. Blake., Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Truth In Millage (TRIM) Presentation

Regular City Council Meeting

July 22, 2025



Agenda

- Approve a resolution establishing the Rolled-Back Rate

- Adopt a Proposed Millage Rate – To comply with FS 200.065, the City must establish a proposed millage rate by August 4th (within 35 days of valuation, per TRIM Compliance Process) for the 2026 Fiscal Year. Minimum Requirement – 3 of 5 Votes

- Set the 1ST Public Hearing – September 3, 2025, at 6:00P.M., City of Cocoa City Hall, Council Chambers (65 Stone Street, Cocoa, Florida). Advertised in the TRIM Notice, mailed to the taxpayer in August.



Historical Review Ad Valorem Tax Base

Fiscal Year	Valuation	% of Change
FY2015	$780,867,676	0.9%
FY2016	$817,760,975	4.7%
FY2017	$858,558,414	5.0%
FY2018	$890,566,389	3.7%
FY2019	$971,766,039	9.1%
FY2020	$1,099,762,247	13.2%
FY2021	$1,172,021,718	6.6%
FY2022	$1,227,524,954	4.7%
FY2023	$1,383,126,527	12.7%
FY2024	$1,619,004,268	17.1%
FY2025	$1,841,253,676	13.7%
FY2026	$1,953,613,434	6.1%

New Construction - $41,254,927
2.1% of the Total Valuation

FY2015-FY2025 is based on the Final Taxable Value

Historical Review Ad Valorem Tax Base



FY2015-FY2025 Based on the Final Taxable Value

Historical Review of Millage and AD Valorem Revenue

Fiscal Year	Valuation	Millage	Budgeted AD Valorem Revenue @ 95%	Revenue Variance from Previous Year	% of Change
FY2015	$780,867,676	5.9790	$4,275,054	$39,927	0.9%
FY2016	$817,760,975	5.9790	$4,454,795	$179,741	4.2%
FY2017	$858,558,414	5.9790	$4,768,944	$314,149	7.1%
FY2018	$890,566,389	5.9790	$4,947,188	$178,244	3.7%
FY2019	$971,766,039	5.9790	$5,496,736	$549,548	11.1%
FY2020	$1,099,762,247	5.9790	$6,216,058	$719,321	13.1%
FY2021	$1,172,021,718	5.9790	$6,468,872	$252,814	4.1%
FY2022	$1,227,524,954	6.4532	$7,649,355	$1,180,483	18.2%
FY2023	$1,383,126,527	6.4532	$8,479,312	$829,957	10.9%
FY2024	$1,619,004,268	6.9532	$10,642,032	$2,162,720	25.5%
FY2025	$1,841,253,676	6.9532	$12,101,604	$1,459,572	13.7%
FY2026	$1,953,613,434	6.9532	$12,904,672	$803,068	6.6%

FY2026 TRIM Rate Options

	Taxable Value	Rate	Gross Tax Revenue	Tax Revenue @95%	FY2025-FY2026 Revenue Variance
*FY2025 Final Gross Taxable Value	$1,841,253,676	6.9532	$12,802,605	$12,162,475	
FY2026 Millage Options					
Proposed Tentative Rate	$1,953,613,434	6.9532	$13,583,865	$12,904,672	$742,197
Rolled-Back Rate	$1,953,613,434	6.7367	$13,160,908	$12,502,862	$340,387
Unanimous Vote or Referendum	$ 1,953,613,434	10.0000	$19,536,134	$18,559,328	$6,396,853

*Final Gross for FY2025, not the adopted value/revenue

City Council may adopt any rate up to 10 mills. Certified Gross Taxable Value $1,953,613,434 / Certified New Construction Taxable Value $41,254,927

Reduction to Ad Valorem Revenue - Due to Required TIF Payments to the CRAs from the General Fund

CRA	Millage 6.9532 FY2025 Current Adopted Rate @95%	Millage 6.9532 FY2026 Proposed Rate at 95%	Difference Between FY2025 and FY2026 @ Proposed Millage		Millage 6.7367 FY2026 Valuation at the Rolled-Back Rate @95%	Difference Between FY2026 Proposed Millage and the Rolled Back Rate
Cocoa	$1,301,579	$1,387,299	$85,720		$1,344,104	($43,195)
Diamond Square	$372,242	$423,308	$51,066		$410,063	($13,245)
Total to CRAs	$1,673,821	$1,810,607	$136,786		$1,754,166	($56,440)

FY2026 Comparative City Rates

Ranking	Municipality	Current	Rolled-Back Rate	Proposed	Ad Valorem Taxes
1	Satellite Beach	7.9812	7.6505	7.9000	$12,881,177
2	**Cocoa**	**6.9532**	**6.7367**	**6.9532**	**$13,583,865**
3	Palm Bay	6.7339	6.4071	6.7339	$67,189,256
4	Melbourne	6.5466	6.2927	6.6703	$52,224,159
5	Titusville	6.5817	6.1938	6.3000	$23,090,658
6	Indialantic	5.9999	5.6717	6.2388	$4,382,963
7	Indian Harbor Beach	5.5168	5.3000	5.5099	$8,166,649
8	Rockledge	5.3800	5.4151	5.3500	$14,245,091
9	Melbourne Beach	4.4770	4.2574	4.6000	$3,167,977
10	Cape Canaveral	3.2422	3.2474	3.9672	$8,052,264

*Brevard County and Cocoa Beach were unavailable as of 7/14/25
** Ranked on Proposed Rates

FY2026 Proposed Tentative Rate & 1St Public Hearing

	*Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY 2025 Millage Rate	$1,841,253,675	6.9532	$12,802,605	$12,162,475
Proposed Tentative Millage Rate	$1,953,613,434	6.9532	$13,583,865	$12,904,672
FY2026 Revenue Difference			$781,260	$742,197

1St Public Hearing – September 3, 2025, 6:00P.M. at Cocoa City Hall, 65 Stone St. Cocoa Florida

*At Adoption

Examples of what this means to the Single-Family Property Owner

	Assessed Valuation	FY2025 Millage 6.9532	*Assessed Valuation with 3% Increase	FY 2026 Proposed 6.9532	Annual Increase Between FY2025-2026
Single Family Residence	$100,000		$103,000		
Less Homestead	($50,000)		($50,000)		
= Taxable Value	$50,000	$348	*$53,000	$369	**$21**
Single Family Residence	$150,000		$154,500		
Less Homestead	($50,000)		($50,000)		
= Taxable Value	$100,000	$695	$104,500	$727	**$32**

*A Single-Family Property with the Assessed Value of $100,000 in FY2025, would see an increase in the Assessed Value in FY2026 of $3,000 (3% Save Our Homes Cap). If the Property Owner had both Homestead Exemptions totaling $50,000, the property would be assessed at $53,000 x 6.9532 = $369 Cocoa Taxes.

Examples of what this means to the Single-Family Property Owner

	Assessed Valuation	FY2025 Millage 6.9532	*Assessed Valuation with 3% Increase	FY 2026 Proposed 6.9532	Annual Increase Between FY2025-2026
Single Family Residence	$200,000		$206,000		
Less Homestead	($50,000)		($50,000)		
= Taxable Value	$150,000	$1,043	*$156,000	$1,085	**$42**
Single Family Residence	$300,000		$309,000		
Less Homestead	($50,000)		($50,000)		
= Taxable Value	$250,000	$1,738	$259,000	$1,800	**$62**

*A Single-Family Property with the Assessed Value of $200,000 in FY2025, would see an increase in the Assessed Value in FY2026 of $6,000 (3% Save Our Homes Cap). If the property owner had both Homestead Exemptions totaling $50,000, the property would be assessed at $156,000 x 6.9532 = $1,085 Cocoa Taxes.

FY2026 Tentative Proposed Budget



FY 2026 General Fund Revenue By Funding Source

Funding Source	FY2026 Recommended Budget	% of FY 2026 Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$19,398,802	35%
Taxes (Ad Valorem, UST and CST)	$17,178,672	31%
Charges for Service (Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Fees)	$8,158,428	15%
Other Permits & Fees (Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$6,487,002	12%
Intergovernmental (Local, State & Federal Grants, and State Shared Revenues)	$3,122,667	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$620,214	1%
Fines and Forfeitures (County civil court)	$30,000	0%
Total FY 2026 Revenue by Funding Source	**$54,995,785**	**100%**

FY 2026 General Fund Major Capital

Public Works	
Annual Street Paving	$500,000
Safe Routes to School Signage	$62,500
Stump Cutter	$59,000
Vehicle	$48,000
Police Department	
(7) Vehicles	$397,725
HVAC's PD Headquarters	$240,000
Fire Department	
Diesel Generator	$200,000
Apparatus Bay Floor Coating	$99,000
Vehicle	$62,000
Lucas V3 CPR Machine	$30,849

All General Fund Capital Funded by Revenue

FY 2026 Water/Sewer Fund Revenue By Funding Source

Funding Source	FY2026 Recommended Budget	% of FY 2026 Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$83,328,643	85%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	$14,712,792	15%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$356,185	0%
Total FY 2026 Revenue by Funding Source	**$98,397,620**	**100%**

FY 2026 Stormwater Fund Revenue By Funding Source

Funding Source	FY2026 Recommended Budget	% of FY 2026 Budget
Special Assessment	$2,401,415	100%
Miscellaneous Revenue	$400	0%
Total FY 2026 Revenue by Funding Source	**$2,401,815**	**100%**

FY 2026 Proposed Budget VS. FY2025 Adopted Budget

Fund	FY2025 Adopted budget	FY 2026 Proposed Budget	Variance	FY26 % Change (Total Budget)
Water/Sewer	$ 85,660,586	$ 98,397,620	$ 12,737,034	15%
General Fund	$ 54,377,562	$ 54,995,785	$ 618,223	1%
W/S Renewal & Replacement	$ 13,011,059	$ 21,600,750	$ 8,589,691	66%
W/S Restricted Assets	$ 8,658,996	$ 8,266,707	$ (392,289)	-5%
Special Revenue	$ 3,065,548	$ 3,198,009	$ 132,461	4%
W/S Impact Fees	$ 2,397,605	$ 2,112,095	$ (285,510)	-12%
Stormwater	$ 2,299,404	$ 2,401,815	$ 102,411	4%
Debt Service	$ 1,452,525	$ 1,461,869	$ 9,344	1%
Worker's Compensation	$ 1,270,417	$ 1,260,917	$ (9,500)	-1%
Building Permits	$ 780,616	$ 1,255,764	$ 475,148	61%
TOTAL	$ 172,974,318	$ 194,951,331	$ 21,977,013	13%

Requested Action

- Approve a Resolution Establishing the Rolled-Back Rate of 6.7367;
- Approve the Proposed Millage Rate of 6.9532
- Set the 1ST Public Hearing Date and Time – September 3, 2025, at 6:00P.M. at Cocoa City Hall, 65 Stone Street, Cocoa City Council Chambers

REMINDER:

- Once the proposed millage rate is approved at this meeting, the millage rate may be reduced or increased at the subsequent TRIM Public Hearings.
- If the millage rate is increased, a second notice would be required to be sent to all property owners, at the expense of the City as a Taxing Authority; meaning that all of the TRIM meetings, would need to be re-held and the new "Notice of Proposed Property Taxes" mailed out to property owners.
- If the millage rate is reduced, normal TRIM voting requirements apply.




PUBLIC
COMMENT


COCOA
FLORIDA
PUBLIC WORKS DEPARTMENT
155 N. WILSON AVE.




COCOA
FLORIDA




COC
FIRE R






COCOA





QUESTIONS/CONTACT

Rebecca Bowman, MBA, CGFO, CGFM,
Finance Director

(321) 433-8636
rbowman@cocoafl.gov
www.CocoaFL.gov

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CITY COUNCIL AGENDA ITEM

Memo Date:	June 25, 2025
Agenda Date:	July 22, 2025
File ID:	2025-591
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Conduct the Final public hearing on the proposed FY2025/2026 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

BACKGROUND:

For Fiscal Year 2025-2026, and based on last's year's allocation, the City anticipates receiving $119,567 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) as a direct entitlement. The City also anticipates receiving $76,044 in HOME Investment Partnership Program (HOME) funds from HUD as part of the Brevard County HOME Consortium, which is composed of the cities of Cocoa, Melbourne, Palm Bay, Titusville, and Brevard County. The use of CDBG funds must meet one (1) of the three (3) National Objectives: benefit low/moderate income persons; eliminate or prevent slums or blight; or meet urgent needs. CDBG allows a maximum of 15 percent of the grant to be allocated to a public service agency and a maximum of 20 percent of the grant be allocated for staff administration.

For Fiscal Year 2025-2026, the City plans on expending the remaining balance of CDBG-CV (Coronavirus Funds). These funds will be used to expand currently funded Public Services agencies, with already identified eligible activities through CDBG. A portion of the funding would assist and be used for housing activities by providing Food/Meals, Rental and Mortgage Assistance, benefiting low- and moderate-income persons, that are vulnerable or at risk of homelessness.

HOME funds can only be used to address housing needs, such as: home purchase or rehabilitation financing assistance; build or rehabilitate housing for rent or ownership; or for other reasonable and necessary expenses related to the development of non-luxury housing, including site acquisition or
improvement, and demolition of dilapidated housing to make way for HOME-assisted development. Additionally, some special conditions exist with HOME funds. The City must provide a 25 percent match for every dollar of HOME funds used (except for administrative costs) from nonfederal sources
and at least 15 percent must be set-aside for Community Housing Development Organization (CHDO) activities, 7.43 percent is available for staff administration and the remaining allocation towards eligible HOME activities (2.57 percent is retained by Brevard County as lead agency).

All activities carried out with CDBG and HOME funds must be consistent with the priorities and needs of the five (5) year Consolidated Plan. The FY 2022-2027 Five (5) Year Consolidated Plan was adopted in 2022 and the one (1) year FY2024/2025 Action Plan was adopted in 2024. The FY 2025-2026 Action Plan was submitted to Brevard County by July 10, 2025 for submission to HUD.

The total amount of funds requested was $35,162 and the city will have approximately $15,763.05 available to support public services.
At the first Public Hearing, Council approved the following allocations for the public service providers, administration activities, CHDO activities and Down Payment Assistance Activities.

CDBG Public Services - Maximum 15% allowed ($15,763.05)

Name of Agency	Description of Services	Amount Requested	Amount Recommended
Central Brevard Sharing Center	Preparing meals for residents	$10,000	$3,940.76
Community Services Council	Meals on Wheels/Seniors at Lunch	$9,162	$3,940.76
Family Promise of Brevard	Transitional Housing	$10,000	$3,940.77
Salvation Army DV Shelter	Domestic Violence Shelter	$6,000	$3,940.76
CDBG Section 108 Loan Payments - $68,306.55			
Section 108 Loan Program	Repayment of Section 108 Loan	N/A	$68,306.55
CDBG Administration - 20% -		$21,017.40	$21,017.40
City Staff	Salaries	N/A	$20,017.40
Fair Housing	Required Fair Housing	N/A	$1,000
Total CDBG Allocation	$105,087		
Total CDBG CV Available Funds		$68,037.29	$68,037.29
HOME Administration - 7.43% Brevard County Staff Admin 2.57 - Total Admin 10%			
City Staff Admin	Salaries	N/A	$4,823.86
HOME CHDO & Housing Set Aside - $58,431.64			
CHDO Housing Activity	15% Mandatory	N/A	$9,738.61
Homebuyer Assistance		N/A	$48,693.03
Total HOME Allocation			$63,255.50

As required by HUD and the City’s Citizen Participation Plan, an ad was placed in the

Florida Today newspaper summarizing the proposed projects and a 30-day public comment period. The 30-day public comment period began May 2, 2025 and ended on June 2, 2025. Copies of the Action Plan were placed in the Dr. Joe Lee Smith Community Center and the Central Brevard Library for public review and comments. No comments were received during the comment period.

Staff recommends approving the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
This will be budgeted for FY 2026.

PREVIOUS ACTION:
Council approved the First Reading on April 22, 2025.

RECOMMENDED MOTION:
Conduct the Final public hearing on the proposed FY2025/2026 Action Plan; approve the Action Plan and Citizen Participation Plan for submission to HUD; and authorize the Mayor to sign all subsequent certifications and agreements.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

06/02/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/02/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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VICKY FELTY
Notary Public
State of Wisconsin

Ad#11303707; 06/02/2025

NOTICE OF PUBLIC HEARING

PROGRAM YEAR 2025/2026 CDBG & HOME ACTION PLAN PROPOSED FINAL STATEMENT OF OBJECTIVES AND USE OF FUNDS

The City of Cocoa expects to receive **$187,604.29** in Community Development Block Grant (CDBG) Entitlement funds and **$63,255.50** in HOME Investment Partnership funds for program Year 2025-2026. Funds may be used for eligible activities, such as housing rehabilitation, land acquisition, public services, repayment of Section 108 Loan guarantee, public facilities and improvements, or demolition and clearance. The Cocoa City Council will hold a second and final public hearing on **Tuesday July 8, 2025, at 6:00 pm in Council Chambers**, located at 65 Stone Street, to make available final comments on the proposed final statement of objectives and projected use of funds for the program 2025-2026 Action Plan.

The purpose of the City's Community Development Block Grant Program is the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for people of low/moderate income. The HOME program funds support housing and housing related services provided to low/moderate income households.
The purpose of this hearing is to:
• Review the use of prior and current year CDBG/HOME funds.
• Discuss proposed activities for any unallocated or reprogrammed CDBG funds.
• Solicit public comments on a proposed amendment to the 2020-2021 Annual Action Plan to reallocate CDBG-CV Cares Act funds to support the CDBG programs that support CDBG eligible activities, such as public services that assist in the reduction of homelessness, provide socio-economic stability for families, reduce food insecurity stabilization and temporary housing (rent/mortgage/utilities) support to low/moderate income households.
• Ensure compliance with HUD citizen participation requirements.

PROPOSED FINAL STATEMENT OF CDBG PROJECTS FOR PROGRAM YEAR 2025-2026 PUBLIC SERVICES:
Community Services Council (meals on wheels & seniors at lunch) $4,483.76
Central Brevard Sharing Center (community kitchen) $4,483.76
Salvation Army (meals in domestic violence shelter) $4,483.77
Family Promise (rental/mortgage assistance, emergency shelter) $54,429.83
Substantial Amendment to reallocate CDBG-CV funds for eligible CDBG activities $77,718.55
CDBG OTHER PUBLIC FACILITIES IMPROVEMENTS: $36,520.86
Repayment of Section 108 Loan Guarantee ADMINISTRATION: $1,000.00
CDBG Administration and Operational funds Fair Housing Education & Outreach **$187,604.29**
TOTAL CDBG FUND

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2025-2026
HOUSING: CHDO $9,738.61
HOME: Housing Activity $48,693.03
HOME: Administration and Operational funds $4823.86
TOTAL HOME FUNDS **$63,255.50**

Final CDBG & HOME allocations have been awarded, and project funding has been adjusted based on final grant allocation.

Copies of the City of Cocoa's 2024-2025 CDBG & HOME ACTION PLAN & PROPOSED PROJECTS are available online at https://www.cocoafl.org/143Housing-Neighborhood-Services. Copies are also available at City Hall, by email request to ftorbert@cocoafl.org or by calling (321) 433-8520. All citizens are invited and encouraged to make written comments beginning June 2, 2025, through July 3, 2025, at 12pm. The Final public hearing is scheduled for Tuesday July 8, 2025, at 6:00 pm, located at 65 Stone Street, Cocoa, FL 32922. Persons with disabilities or non-English speaking persons requiring special accommodations to participate in the hearing should contact Florence Torbert at the City of Cocoa at (321) 433-8520 within 72 week-day hours of the hearing.

CITIZEN PARTICIPATION PLAN

CITY OF COCOA

COMMUNITY SERVICES DEPARTMENT

NEIGHBORHOOD SERVICES DIVISION

June 2025

Federal funds provided by the
U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Under Review by the City of Cocoa Board of County Commissioners
(This version supersedes prior versions of the Citizen Participation Plan)

In accordance with CFR 24, Part 91 and Part 5, Subpart A, Section 5.158, the City of Cocoa is required to develop a Citizen Participation Plan and is hereby certifying that the following policies and procedures are being undertaken:

CONSULTATION

- When preparing the Citizen Participation Plan, the Consolidated Plan, the annual Action Plan, the Assessment of Fair Housing (AFH), and the Section 108 Loan Program, the City shall consult with other public and private agencies which provide housing, health, and social services (including those agencies focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons).

- When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with State or local health and child welfare agencies. The City shall examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned, if available.

- The City shall consult with local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.

- The City shall consult with the local public housing agency participating in an approved Comprehensive Grant program concerning consideration of public housing needs and planned Comprehensive Grant program activities. The City shall encourage the participation of residents of public and assisted housing developments in the process of developing and implementing the Consolidated Plan, Fair Housing Assessment, and the Section 108 Loan Program along with other low-income residents of targeted revitalization areas in which the developments are located. The City shall provide information to the housing agency about Consolidated Plan activities related to its developments and surrounding communities so that the housing agency can make this information available at the annual public hearing required under the Comprehensive Grant program. Also, the City shall cooperate in providing resident programs and services and will help ensure that activities with regard to local drug elimination, neighborhood improvement programs, and resident programs and services, funded under the public

housing program and those funded under a program covered by the Consolidated Plan are fully coordinated to achieve comprehensive community development goals.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

Regulatory Requirements

The regulations require that the CPP outline the jurisdiction's process for encouraging citizen participation and input from stakeholders such as local and regional institutions, public housing authorities, Continuums of Care, and other organizations such as businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations in the development of the Con Plan, AAP, CAPER, and fair housing plan. The jurisdiction should encourage participation by low- and moderate-income persons in the community, non-English speakers (or those who speak English less than very well), and persons with disabilities.

The process of citizen participation shall be provided on a community-wide basis, to encourage citizens to participate in the development of the Citizen Participation Plan, the Consolidated Plan, any substantial amendments, annual Action Plan, and performance reports with particular emphasis on participation by persons of low- and moderate-income, particularly those living in slum and blighted areas and in areas where Community Development Block Grant (CDBG) funds are proposed to be used. The City will encourage the participation of all citizens, including residents of predominately low- and moderate-income neighborhoods, minorities, non-English speaking persons and persons with disabilities. All plans and reports shall be in a format accessible to persons with disabilities, upon request. Notices of public hearings and meetings will be circulated to local churches, made available to community groups, organizations and interested persons. Notices will be posted at strategic locations throughout the City, as well as advertised in a newspaper of general circulation.

The City will provide timely and reasonable notice to the public to receive comments on the Consolidated Plan, annual Action Plan, substantial amendments, and performance reports during the planning year. All comments will be reviewed by the City and shall be considered prior to the adoption of the particular plan or document. The City shall respond to any written responses or comments within fifteen (15) working days, where practical. The City will consult with the public housing agency to notify them of the availability of funding in relation to their housing needs and to provide information on the

priority housing and non-housing needs for residents of public and assisted housing in the development of the Consolidated Plan and annual Action Plan. The City shall make available any performance reports to citizens and provide them reasonable notice and opportunity to comment. Reports shall be advertised in a newspaper of general circulation no less than fifteen (15) days prior to submission to U. S. Department of Housing & Urban Development.

FAIR HOUSING

In coordination with the Con Plan process, the County prepares a fair housing plan and reports annual progress toward the identified fair housing goals and actions in the CAPER.

In accordance with new regulatory requirements at 24 CFR Part 5, 24 CFR 5.158 and 5.164, community consultation and citizen participation will be encouraged in preparing and revising the City's Assessment of Fair Housing (AFH) to affirmatively further fair housing. The AFH will be prepared and submitted with each new five-year consolidated plan.

Fair housing plans typically contain the following sections:

- A summary of the citizen and stakeholder engagement conducted by the County to gather input from the community on the fair housing issues impacting each jurisdiction included in the plan.
- An analysis of the demographic composition of persons residing in each jurisdiction included in the plan.
- An assessment of the fair housing issues that restrict fair housing choice or access to opportunities.
- An assessment of the contributing factors that create, contribute to, perpetuate, or exacerbate one or more of the identified fair housing issues.
- An identification of the Consortium's fair housing goals and actions to address the identified fair housing issues in each jurisdiction.

DEVELOPMENT OF THE CONSOLIDATED PLAN

The City of Cocoa shall make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City shall indicate a plan for minimizing displacement of persons as a result of activities assisted with federal funds and to assist persons displaced as a result of such activities, specifying the types and levels of assistance the City shall make available (or require others to make available) to persons displaced, even if the City expects no displacement to occur. This will be accomplished via community meetings,

public hearings, legal notices and posted notices at City Hall and throughout the community.

Also, the City shall make available in a newspaper of general circulation, a summary of the consolidated Plan, describing its contents and purpose, a list of the locations where copies of the entire proposed Consolidated Plan may be examined, and where the copies of the entire document can be reviewed. Copies of the Consolidated Plan, Assessment of Fair Housing, and Section 108 Loan Program Project will be provided at City Hall, the local library, and at the Brevard County Housing & Human Services Department. A reasonable number of free copies of the plan to citizens and groups shall be available upon request. The Plan process will provide for at least one public hearing during the development of the Consolidated Plan and provide a period, not less than thirty (30) days, to receive comments from citizens on the proposed Consolidated Plan. All comments received in writing, or orally at public hearings will be considered in preparing the final plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefor, shall be attached and submitted with the final Consolidated Plan.

PUBLIC HEARINGS

The City of Cocoa will provide for at least two (2) public hearings per year to obtain citizens' views and to respond to proposals and questions, to be conducted at a minimum of two (2) different stages of the program year. Together, the hearings shall address housing and community development needs, development of proposed activities, and review of program performance. The City shall obtain the views of citizens on housing and community development needs, including priority non-housing community development and Fair housing concerns, and shall provide at least one (1) of the hearings is held before the proposed Consolidated Plan is published for comment. Public hearings shall be advertised in a newspaper of general circulation one (1) week prior to the public hearing and information will be circulated to local churches, organizations, and at various locations throughout the community. Public hearings shall be held at times and locations convenient to potential and actual beneficiaries, and with accommodations for persons with disabilities.

In the event a significant number of non-English speaking residents are expected to participate at the hearings, the City will make arrangements for a suitable method of communication to be available to the group, providing a request is made at least two (2) working days prior to the public hearing.

MEETINGS

Citizens will be provided reasonable and timely access to local meetings. Additionally, notices will be sent various housing and community development agencies and posted throughout the City at least one week prior to the meeting date.

AVAILABILITY TO THE PUBLIC

If the City decided to amend or make substantial changes to the adopted Consolidated Plan, annual Action Plan, or performance reports, a public notice will be placed in a newspaper of general circulation making the modified plan available to citizens for review and comment in a form accessible to persons with disabilities, upon request.

ACCESS TO RECORDS

The City will provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records in relation to the consolidated Plan, annual Action Plan, substantial amendments performance reports, and the City's use of assistance under the programs during the preceding five (5) years. All information shall be available to citizens at the City of Cocoa Community Services Office, which is currently located at 65 Stone Street, Cocoa, FL 32922.

TECHNICAL ASSISTANCE

The City, through the Community Services Department, will provide technical assistance to organizations and representatives of persons of low- and moderate-income that requests such assistance in developing proposals and understanding the process of requesting funds. The level and type of assistance will be determined upon the needs of each individual request. City staff will provide speakers to address any community or civic group wishing to obtain information regarding the program.

COMPLAINTS

The Community Services Director or Designee shall make every effort possible to respond in writing within fifteen (15) days to any written or oral complaint, when practical. A

citizen may file a written complaint at any time to the U.S. Department of Housing and Urban Development at the following address:

U. S. Department of Housing and Urban Development
Jacksonville Office of Community Planning and Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

CRITERIA FOR AMENDMENTS

The City shall provide citizens with reasonable notice of, and opportunity to comment on, proposed changes in the adopted consolidated Plan and annual Action Plan if such change would result in: changes in the City's allocation priorities or a change in the method of distribution of funds; and/or carrying out an activity using funds from any program covered by the Consolidated Plan (including program income), not previously described in the annual Action Plan.

The City shall apply the following criteria in determining whether a change in an activity represents a substantial amendment. An activity shall be considered substantially changed if:

- The percentage of federal funds expended for the benefit of very low-, low-, and moderate-income persons falls below its required 70% as a result of any proposed increase or decrease in expenditures for any one project or activity.

- Any changes in the purpose, scope, location or beneficiaries of an activity that would increase or decrease the estimated cost of the project or activity by more than twenty-five percent (25%) of the amount projected in the annual Action Plan.

Note: Allocations for projects and activities included in the annual Action Plan can be increased or decreased more than twenty-five percent (25%) provided there is not a change in the purpose, scope, location or beneficiaries of the activity.

Reallocation of CDBG and/or Home Investment Partnership Program (HOME) funds in relation to an addition or deletion of priority needs and projects are as follows:

- The addition of a new priority need not included in the adopted Consolidated Plan or a new project in the annual Action Plan which is not cover by a priority need in the adopted Consolidated Plan.

- The deletion of a priority need identified in the adopted Consolidated Plan or a deletion of a project or activity identified in the annual Action Plan which would prevent a priority need identified in the approved Consolidated Plan from being attained.

The City shall provide citizens with reasonable notice and an opportunity to comment on any substantial changes and amendments made to the adopted Consolidated Plan. Citizens will be provided a period, not less than thirty (30) days, to comment on substantial amendments before the amendment is implemented. Any comments or views received in writing, or orally at public hearing, will be considered by the City and summarized and attached to the substantial amendment of the Consolidated Plan for submission to HUD.

The City and members of the Brevard County HOME Consortium are responsible for the development of their respective Citizen Participation Plans, individual CDBG entitlement grants. All HOME and CDBG program amendments initiated by the City must be submitted to Brevard Housing & Human Services for submittal to HUD.

The Citizen Participation Plan was previously approved by the City Council in May - 2024.

Approved by the City Council on:_____

_____

Michael C. Blake, Mayor

Acronyms/Definitions

Acronym	Definition

AAP	Annual Action Plan
ADA	Americans with Disabilities Act
CAPER	Consolidated Annual Performance and Evaluation Report
CDBG	Community Development Block Grant
Con Plan	Consolidated Plan for Housing and Community Development
CPP	Citizen Participation Plan
HOME	HOME Investment Partnerships Program
HUD	U.S. Department of Housing and Urban Development
LEP	Limited English Proficiency

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Cocoa is a CDBG entitlement city and is solely responsible for the administration of the funds. Through interlocal agreement with Brevard County and the cities of Melbourne, Palm Bay, Titusville, and Cocoa receive HOME investment Partnership funds. Brevard County is the lead agency of the HOME Consortium.

Each year, the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one-year Action Plan that describes actions, projects, and programs that will take place during the upcoming year to address priority needs and specific objectives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The CDBG objectives for PY 2026 fit under the first national objective of benefiting low-to-moderate-income persons. Those are persons with total household income of less than 80% of the area median income by household size.

- The results of the resident surveys, stakeholder interviews, public comments, and secondary data from HUD, the Census Bureau and other HUD-approved sites.
- The limitations placed on the City by HUD regulations with regards to the location of public improvements and the cap on social spending
- The existence and capacity of potential subrecipients to carry out activities.

Specific objectives identified in the Consolidated plan and the City of Cocoa's strategic plan include the areas of housing, homelessness, special needs, and non-housing community development needs such as:

- **Housing:** Preserving existing affordable housing; producing new affordable homes in designated target areas and mixed income rental unit's city wide, providing home ownership opportunities for those wishing to own their own home, providing services to educate home buyers regarding the mortgage process, enabling homeowners through education and counseling to retain their home, and demolishing structures that are substandard and unfit for human habitation.
- Homeless: Providing transitional housing to address the increasing population impacted by current real estate market conditions and labor force reductions, establishing facilities for offenders, support activities to fill gaps in Brevard County's Continuum of Care and to respond to urgent community needs, support increased permanent supportive housing and transitional beds for persons with special needs to include housing for unaccompanied homeless youth.
- Housing Rehabilitation Program - with SHIP and HOME funds - the City will continue this program to assist low-income homeowners with minimum housing repairs to their homes.
- First Time Homebuyer Program - with HOME funding, the City will set aside funds to assist homebuyers with downpayment and closing costs.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects. The City continues to develop viable communities through the provision of decent, affordable, and available housing, creating suitable living environments, expanding economic opportunities, and preventing and eliminating slums and blight. Verbal feedback from citizens and businesses indicate that the City's demolition and housing rehab programs are helping to beautify neighborhoods.

The overall goal of the community planning and development programs included in the Consolidated Plan is to develop viable communities by providing decent housing and living environments and expanding economic opportunities principally for low-and moderate-income persons.

The City's grant programs improve quality of life for low -and moderate- income residents through four types of programs: community facilities, affordable housing, public services, and homeless services. Community facilities and infrastructure projects have been effective in serving many residents in targeted areas. These projects have been targeted at neighborhoods most in need of visible and public safety-related improvements, including streets and sidewalks.

The City offers several affordable housing programs for homeowners, including rehabilitation, and purchase assistance. Strong economic growth has increased construction costs for repair programs and

sale prices for home purchases. The city has supported the development of affordable rental housing and strengthened its partnership with the local housing authority developers to combat this issue. These successful efforts will continue.

The City's HUD-funded public services are spread across a broad spectrum of social service types. The goal was to focus on reducing poverty, decreasing food insecurities, support aging in place for the elderly and decreasing those at risk of homelessness through rapid rehousing and homelessness prevention programs.

a. Are the activities and strategies making an impact on identified needs?

The impact of the activities and strategies that were implemented is demonstrated by the number of households benefiting from these activities, and the number of clients served over the last year directly, and indirectly, through the grantee's subrecipients. The feedback indicates that the activities are addressing several needs such as housing burden: special needs, homelessness outreach and counseling, and senior services.

b. What barriers may have a negative impact on fulfilling the strategies and the overall vision?

The biggest barrier affecting the identified needs is funding. Public service activities are capped at 15% of the total CDBG allocation. While funds are leveraged as much as possible, they can only be stretched so far.

c. What is the status of grant programs, schedule of activities, timely grant disbursements, and similar expenditures vs. line of credit disbursements?

The grant programs are being completed in accordance with regulatory requirements as documented by program reports and HUD monitoring. Disbursements are drawn and reimbursed.

d. Are the goals on target and what adjustments or improvements to strategies and activities might meet the needs more effectively?

Additional funding would allow the City to make improvements and address strategies and activities listed within the Consolidated Plan more effectively. Funds are continually being used to address needs and leveraged to gain the maximum dollars possible to serve as many clients as possible, with 100% of funds expended benefiting low-income households. While all programs would benefit from additional funding, public services and neighborhood revitalization programs are the most critical needs than other programs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The citizen participation process included an online survey for input, meetings, as well as two (2) public hearings. During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council (Aging Matters); The Salvation Army North Central Brevard Corps., and Family Promise of Brevard. Each agency discussed their need for continued CDBG funding and the services their agency provides to the citizens of Cocoa. Central Brevard Sharing Center is due to speak on July 8, 2025, about their programs. The final public hearing is being held on July 8, 2025. Notices for all meetings were sent out on social media, newsletters, website and on the bulletin board at City Hall.

Public participation was strongly encouraged through public notices, the City's website, and community workshops for participation by community stakeholders and residents. Staff met with local non-profits and governmental agencies, as well as many citizen groups locally and citywide. In addition, agencies that target minorities and non-English speaking persons, as well as persons with disabilities, were contacted and participated in a client survey developed by Consortium members for local non-profits and governmental agencies.

Additionally, the City began meeting with all the agencies in the City regarding the challenges with homelessness and how the agencies can work together to help facilitate improvements. These meetings were held monthly and generated excellent feedback and ideas for programs and services. The City held several interactive public workshops to give residents and stakeholders a chance to share their ideas. The next meeting will be held in July 2025. The workshops focused on Diamond Square CRA, Cocoa CRA and the main corridors of the City. A diverse group of people attended/will attend the workshop, including long-time residents, newcomers, homeowners, and business owners. The Mayor and City Council were present along with senior staff members. As seen in previous workshops, there was consensus regarding the recurring theme of improving the city's appearance and maintenance of infrastructure and addressing housing needs.

*A Housing and Community Development Needs survey was developed and distributed to over 9,200 residents in low-income neighborhoods in Brevard County for input regarding community needs.

*A Social Service Provider Survey was developed and distributed to more than (85) providers to help determine the capacity and gap of service being provided throughout Brevard County, including Cocoa.

*Staff attended various meetings, both virtually and in person, to obtain citizen input, Housing Authority of the City of Cocoa monthly board meetings, Brevard County Continuum of Care Homeless Coalition, and Elevate Brevard Meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the first public hearing, three (3) agencies spoke. The agencies were: Community Services Council (Aging Matters), The Salvation Army North Central Brevard Corps; and Family Promise of Brevard. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa. At the April 2025 City Council meeting, Central Brevard Sharing Center spoke about their programs.

The Diamond Square CRA offers funds for painting and beautification programs to improve the neighborhoods. Since 2021, **over 48 residents** have taken advantage of Paint/Beautification Grants funds to beautify their community. This program came as a result of citizen comments. Other comments from the visioning exercises were the need for more affordable housing units. From that, the City and Diamond Square CRA combined funds totaling close to $2,000,000 to build five new homes in Diamond Square. These homes were sold at $269,000 to residents that qualified for homebuyer assistance from HOME program and Diamond Square CRA.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views that were not accepted during the public comment period on the development of the annual Action Plan for FY 2025/2026.

7. Summary

The City's involvement with multiple agencies and community groups serving the needs of the low- and moderate-income persons provides ample opportunity for the City to receive information about issues affecting the low-income community. This informal forum also allows citizens to make their needs and concerns known as well. Coordination takes time and effort. The City will continue to work towards building capacity for better coordination and achieving solid results through partnership in the years ahead.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	COCOA	
CDBG Administrator	COCOA	Community Services
HOME Administrator	COCOA	Community Services

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Charlene Neuterman 321-433-8590 Email: **cneuterman@cocoafl.gov**

Florence Torbert 321-433-8520 Email: **ftorbert@cocoafl.gov**

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Housing is a critical component to ending chronic homelessness. As of February 22, 2023, Cocoa Housing Authority began working with Brevard Homeless Coalition in placing homeless individuals into housing much faster than usual. The primary manner in which the city will eliminate chronic homelessness is through its continued collaborative association with the Brevard Homeless Coalition and its support of local community-based service providers. With Brevard Homeless Coalition and the support of local community-based service providers, the city will aid individuals and families in receiving the necessary services to reduce and prevent the potential of becoming homeless. These services include mortgage, rent and utility payment assistance, transitional and emergency housing, community kitchens, and domestic violence funding. The primary manner in which the city will aid persons in need of services will be through the 211 Brevard referral network, an online database of community service providers.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The Brevard County Housing and Human Services Department regularly attends the Continuum of Care's (CoC) regularly scheduled meetings. Further, the County has one staff member appointed to the CoC advisory board. The CoC, led by the Brevard Homeless Coalition (BHC) brings together over 141 service providers and individuals working in public health, mental health, housing, and special needs organizations.

The City reviews proposed capital improvements, proposed development, demolition, or disposition of public housing developments and ensures the goals, objectives, and strategies of the Authority support the priority needs addressed in the City's consolidated Plan. Primary agencies located and/or serving persons within the City: **Brevard County Family & Children's Services** provides food, counseling and emergency financial assistance. **Central Brevard Sharing Center** provides food, clothing, emergency rent, and medical/financial assistance. **The Housing for Homeless Program** provides currently 32 units in Cocoa for homeless & special needs, 77 County-wide. Twelve units provide permanent long-term affordable housing for persons with mental illness/other special needs; ten units provide transitional housing for homeless, special needs individuals/families with children. The remaining two units are used for special services. Also, **Housing for Homeless**- Will be provided 90 units for low-to-moderate-income citizens, of which 12 units of the 90 are for individuals/families that are working needing shelter, that cannot afford high rent. Units have been completed in March 2025. **Early Learning Coalition of Brevard County**-Assists working parents in finding/paying for childcare services, offers parenting classes and more. **Crosswinds Youth Services** Programs for children, young people and their families, Emergency Youth Crisis Shelter, Info & Referral Line; Community Counseling, Transitional Living Program; Foster Care, Intensive Delinquency Diversion Services, Juvenile Assessment Center, Project Safe Place, and

CareerSource Brevard NextGen Services. **The Salvation Army**-Provides emergency food, clothing, counseling, financial assistance for rent, utilities & medical prescriptions. **The Salvation Army Domestic Violence Shelter**-Provides food, clothing, counseling, and housing for victims of domestic violence. **North Brevard Charities Sharing Center**-Provides food, clothing, counseling, financial assistance, emergency housing, transitional housing, and permanent rental housing. The agency has five transitional units within Cocoa. The City has several assisted housing providers funded by state and/or federal funds: Westminster Asbury South has 142 Section 8 project based rental units, Westminster North has 50 Section 8 project based rental units, Abilities at Crestview/College Pine/Windover has 51 Section 811 rental units for persons with disabilities. Arlington Apartments has 41 HUD Use Agreement rental units, Cocoa Lakes Apartments has 49 Section 8 Project based rental units, Clear Pond Estates has 72 Section 8 Project based rental units and 28 Low-income Housing Tax Credit rental units, Oak Meadows has 120 Low-income Housing Tax Credit rental units, and Clearlake Isles was completed in 2017 with 84 Low-income Housing Tax Credit over 55 rental units.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Homelessness is a prevailing situation that exists throughout Brevard County. Housing for Homeless Agency provides supportive services, transitional housing and assistance with securing long term permanent housing to homeless families/individuals. The City of Cocoa through Brevard County HOME Consortium provides financial assistance to Brevard Homeless Coalition. City staff participates in a continuum of care process which recently became a 501 (C)(3) as Brevard Homeless Coalition. The City of Cocoa will continue to assist homeless services providers with seeking and securing needed financial assistance for the provision of services. Those at risk of becoming homeless include one parent families, dysfunctional substance abusers, released prison inmates, battered spouses, persons in extended employment training programs, persons receiving emergency assistance, persons in self-sufficiency programs and households with incomes at 0%-30% AMI, paying more than 30% of their income for housing or who are doubled up with family or friends. According to Brevard Homeless Coalition, homeless population recorded count for Brevard County in 2018 & 2021 an unsheltered count was not performed **Due to the COVID19. The 2022 count was 916,2023 count was 1052 and 2024 count was 1,116, the highest homeless count since 2015.** These populations often require temporary and transitional housing in conjunction with such diverse supportive services as childcare, social support (e.g., self-help groups) to name a few services. There are several social service agencies and churches that provide homeless assistance programs, including preventive services, short term housing and emergency food, clothing and financial assistance. Below is a list of primary agencies local and serving the homeless within the City of Cocoa: **Central Brevard Sharing Center** provides food, clothing, emergency rent, medical or financial assistance, cold weather shelter and meals daily.

Housing for Homeless Program- Provides 32 units in Cocoa for homeless and special needs 77 countywide. Twelve units provide permanent long term affordable housing for persons with mental illness and other special needs; ten units provide transitional housing for homeless special needs individuals and families with children. The remaining two units are for the provision of special services such as counseling and miscellaneous services.

Salvation Army- Provides emergency food, clothing, counseling and financial assistance for rent, utilities and medical prescriptions. **Salvation Army Domestic Violence Shelter** provides food, clothing, counseling and housing for victims of domestic violence. **North Brevard Charities Sharing Center** provides food, clothing, counseling, financial assistance, emergency housing, transitional housing and permanent rental housing.

The Consortium will continue to work in collaboration with non-profit and for-profit partners to carry out goals addressing the needs of homeless persons in this Annual Action Plan and to strengthen partnerships and build capacity with program agencies. The Brevard Homeless Coalition is a good example of developing and strengthening the Consortium's institutional structure. Currently there are more than 122 non-profit and governmental agencies in Brevard County who belong to the Brevard Homeless Coalition, including members of the Consortium. The Brevard Housing Coalition's membership includes housing providers, health services, social service providers and private/public agencies that address low-income citizens and homeless individuals and families through networking and the coordination of funding opportunities.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The County does not receive Emergency Solutions Grant (ESG) funding. The NHC is the CoC lead agency and directly receives ESG funding from HUD.

As the Lead Agency Collaborative Applicant for Brevard's Continuum of Care (CoC), the Brevard Homeless Coalition (BHC) applies for and receives Emergency Solutions Grant (ESG) funding form the state, known collectively as the Unified Grant Contract. The ESG program is comprised of the following funding streams – ESG. Through a competitive Brevard CoC grant process, ESG funding is then awarded to homeless direct service providers for street outreach activities, emergency shelter programs, and rapid re-housing. Currently the BHC subcontracts ESG funding with ten service providers, including two victim service providers, and all subcontracts are tied to specific deliverables.

While municipalities in Brevard County are not currently allocated ESG funding through the CoC competitive process, the BHC advocates that direct service providers are strategically located throughout the County as to provide services within near proximity of residents in the largest cities and areas with the greatest needs.

Describe:

Brevard Homeless Coalition has set up policies and procedures for applying for and allocating ESG Grant funds. In recent years the local COC has implemented the Vulnerability Index Service Prioritization Decision Assistance Tool (VISDPAT). Utilizing HMIS, the Brevard Homeless Coalition and working Partners (to include 211) organizations can center an individual/family into HMIS and identify the level of vulnerability to the services needed. By determining the level of needs using the VISPDAT for individuals/families, the CHAT Team group of local social service partners) can then assign which organization would be better suited to providing those needs. The system works to reach out and assist those families requiring ESG services; to reduce the time the family would be at risk of homelessness.

Scheduled training for HMIS and VISDAT intakes are available to local service providers by contacting the CHAT Team for more information.

2. Agencies, groups, organizations and others who participated in the process and consultations

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Central Brevard Sharing Center
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing needs assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
2	**Agency/Group/Organization**	Aging Matters in Brevard
	Agency/Group/Organization Type	Services-Elderly Persons Service-Fair Housing Grantee Department Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Economic Development

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing and need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
3	**Agency/Group/Organization**	NORTH BREVARD CHARITIES SHARING CENTER
	Agency/Group/Organization Type	Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing need assessment, and various homelessness needs. Organization assisted by having client's complete written surveys.
4	**Agency/Group/Organization**	Emma Jewel Charter School
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment, homeless need families with children and homeless special needs.
5	**Agency/Group/Organization**	Habitat For Humanity of Brevard Co., Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs.
6	**Agency/Group/Organization**	Housing Authority of the City of Cocoa
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in the Community meetings, housing needs assessment and public housing needs.
7	**Agency/Group/Organization**	Brevard County
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted EDC of Florida's Space Coast, Brevard County's Economic Development Office. The EDC provided Economic Development input.

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8	**Agency/Group/Organization**	Brevard Homeless Coalition
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Brevard County presented at the CoC quarterly meeting where this agency was present to provide input on community needs. Coordination between the CoC and the County creates space for CoC members to provide clear input on needs.
9	**Agency/Group/Organization**	THE SALVATION ARMY, A GEORGIA CORPORATION
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing and homelessness needs for victims of domestic violence.
10	**Agency/Group/Organization**	COMMUNITY HOUSING INITIATIVE TRUST, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings held by the Consortium and provided input on housing needs and the market analysis.
11	**Agency/Group/Organization**	Family Promise of Brevard
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy LBGTQ WITH CHILDREN
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization participated in community meetings, housing needs, assessment, and various homelessness needs.
12	**Agency/Group/Organization**	East Central Florida Regional Planning Council (ECFRPC)
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Economic Development

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	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The East Central Florida Regional Planning Council worked with the City to develop the Resilient Cocoa Plan that addresses flood-prone areas in the City and how to make improvements to those areas. Additionally, they support our Emergency Management team in identifying facilities at risk of flooding or other emergencies. From that, the City has a comprehensive Emergency Management Plan.
13	**Agency/Group/Organization**	Florida High Speed Internet
	Agency/Group/Organization Type	Broadband Internet
	What section of the Plan was addressed by Consultation?	Public wi-fi services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City has worked with Florida High Speed Internet to bring free public wi-fi to all the City's community centers and parks. Through state grants, the fiber lines are being added to all areas of the City.

Identify any Agency Types not consulted and provide rationale for not consulting

All entities were considered for consultation, and no entity was purposefully excluded from providing input.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Brevard Homeless Coalition	The Coc's strategic plan to address homelessness informs the County's goals and strategies.
SHIP local Housing Assistance Plan	City of Cocoa	The Plan identifies housing strategies and allows the City to create partnerships that produce and preserve affordable homeownership and multifamily housing.

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Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
2022 Planning and Priorities Document	City of Cocoa	The Housing Element is the City's chief policy document for the development of affordable and market rate housing.
Housing Authority of the City of Cocoa	Housing Authority of the City of Cocoa	The Plan identifies how the PHA will carry out the public housing program of the agency in conformity with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Table 3 - Other local / regional / federal planning efforts

Narrative

There were no agencies that were not consulted.

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AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

The City's Community Services Department is an integral component in the coordination between the City, agencies, groups, organizations, non-profit human service providers and the community. Brevard County, as the lead agency of the HOME Consortium, along with the City consulted with the advisory groups, including CBDG Advisory Board, Affordable Housing Council, Cocoa West Neighborhood Meetings, Clearlake Neighborhood Meetings, the Dr. Joe Lee Smith Center Community Meetings, Innovative Housing Team, the Housing Authority of the City of Cocoa, The Housing Authority of Brevard County, Re-entry Task Force, now Operation Hope, Brevard Commission on Aging, and the Brevard Homeless Coalition. These advisory groups provided information on community needs and affordable housing needs and completed the "Needs Assessment" survey. These congratulations, meetings, and surveys shaped the City's goals. The CDBG Citizen Participation Plan includes that all federal regulations regarding public comment periods and participation will be followed by the City of Cocoa. The City encourages the public to review documents concerning the CDBG Program and provide feedback when desired and needed. Representatives of participating cities of the Brevard County HOME Consortium, Brevard County, the Housing Authority of the City of Cocoa, and other stakeholders were notified of funding and emailed from a database of interested parties. Notification was also posted in the Florida Today, a local newspaper on, 2024. Various community meetings and public hearings were held on March 18, 2025, and May 13, 2025, to gather input regarding the CDBG and potential projects. Project funding to be approved by the Cocoa City Council on July 8, 2025. The FY 25-26 Annual Action Plan is being made available for public comment for 30 days. An announcement of the notice of a 30-day comment period is being published in the local newspaper, Florida Today and on the city website,

www.cocoafl.org. The FY24-25 Action Plan is being modified to adjust the funding numbers due to not having the most accurate numbers for the plan. An additional notice of a 30-day comment period will begin on August 21, 2024, and continue until September 21, 2024. At that time, the updated project funding will be presented at City Council on September 24, 2024. The announcement will be published on the City's website with updated information.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on April 2, 2025, in Florida Today of first public hearing in May 22, 2025, to receive comments on the City's FY25/26 Action Plan	During the first hearing three (3) agencies spoke. The agencies were: Community Services Council, The Salvation Army, and Family Promise of Brevard. Each agency discussed the need for continued CDBG funding and the services their agency provides to the citizens of Cocoa.	There were no comments not accepted.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on June 2, 2025, in Florida Today of final hearing on July 8, 2025, to receive comments on the City's FY25/26 Action Plan.	Comments-waiting to be received	Comments waiting to be received	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Staff attended the Cocoa Housing Authority Board meeting on June 3, 2025	No comments were received	There were no comments not accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Notice was posted on June 2, 2025, in Florida Today of final public hearing on July 8, 2025, to receive comments on the City's FY25/26 Action Plan, Ad has been placed again in Florida Today newspaper for 30 days advertisement to the public for any comments or views.	Comments-awaiting to be received	Comments-awaiting to be received	
5	Internet Outreach	Non-targeted/broad community	Draft plan posted to website during public comment periods in June.	None	None	https://www.cocoafl.gov/143/Housing-Neighborhood-Services
6	City Clerk and Cocoa Library distribution	Non-targeted/broad community	Draft plan posted at the Cocoa City Clerk's office and Cocoa Public Library in June	None	None	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c) (1,2)

Introduction

Members of the HOME Consortium participate as member agencies and have staff on the board of the Brevard Homeless Coalition (BHC), which serves as the lead agency for the Continuum of Care (CoC). The BHC receives funding from HUD to support service delivery to those experiencing homelessness. The CoC General Membership, which includes HOME consortium staff, has completed their 2023-2026 Strategic Plan, along with associated yearly action plans. Brevard County staff has a leadership position within the CoC general membership as a member of the CoC Advisory Council. The 2023-2026 Strategic Plan establishes goals and objectives in the core areas of: strengthening, the foundation of the CoC; reducing homeless for vulnerable populations; preventing housing instability through education, healthcare, and case management; building homes, shelter beds, resources, and partnerships; and sharing stories of the CoC, and individuals and families experiencing homelessness.

Brevard County and each member of the HOME Consortium also use CDBG funding to support nonprofits in their delivery of services to the community. These services may vary by year, but the services are generally targeted at those experiencing homelessness and low moderate-income families.

One year Action Plan released for public comments are based on the funding allocation announcement to the City of Cocoa for FY2025-2026 in the amount of $187,604.29. The City of Cocoa will request citizen comments on this planned process for the allocation of federal funding for FY 2025. All CDBG funded activities are proportionally increased or decreased from the estimated funding levels to match actual allocation with the following exceptions: General Administration, Planning, and Fair Housing are capped at 20% of the CDBG allocation based on HUD limits size.

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Targeted Public Services allocation is capped at 15% of the CDBG allocation based on HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$119,567.00	0	0	$119,567	$238,000	CDBG funds will be used for housing public improvements, public services, demolition, admin and planning. Previous program years resources are based on CAPER 2024 (PR26)

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG and HOME funds received by the City will be used along with State grants received to address housing, public service, and community development needs within the City. The City of Cocoa has minimal funding available through the State Housing Initiative Partnership (SHIP) for SF 23-24 $228,460, and SF 24-25 $157,077, and an estimated $150,000 for SFY 25-26. SHIP funds also provide a match requirement for HOME funds. Twenty percent (20%) of SHIP funds will be used to assist special needs households. In addition, all Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs. Agencies that are funded with CDBG funds will be strongly encouraged to seek additional resources to serve low-income residents of Cocoa. The Section 108 Loan, $894,000.00, was approved by HUD. The City allocated FY2018-2018 funds in the amount of $190,000.00 towards Park improvements at the Dr.

Joe Lee Smith Center. The funds paid a portion of the $4,525,000 to construct a new 16,000 square foot community center, dedicated to serving the needs of lower income residents of the City through recreational activities, multi-programming services and health care program. The Dr. Joe Lee Smith Center is in Census Tract 626, which is 25% below poverty line. Principal payments for Section 108 began in March of 2021 with CDBG funding and continues annually until it is paid off. All Public Services continue to serve and provide services through food, rent, and mortgages.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Cocoa currently owns a 22-lot (Michael C. Blake) subdivision. In 2024 the City and Diamond Square CRA constructed and sold five (5) new homes for homeownership in the Michael C. Blake Subdivision. In 2025, the City partnered with Lennar Homes to re-plat the remaining 17 lots into a 30-lot affordable housing subdivision. This will be the first affordable housing project that Lennar Homes will construct in Florida. Each home will be approximately 1,300-1,800 square feet with a purchase price of $250,000. The City will leverage HOME Down Payment Assistance and Diamond Square CRA Down Payment Assistance dollars to support the new homeowners where needed. This project will complete the Michael C. Blake Subdivision which has been vacant since the City acquired the lots in 2014 from the Cocoa Housing Authority.

The 13 infill lots available for affordable housing projects are currently located within the Diamond Square Community Redevelopment Area (Census Tract 626). The City of Cocoa published Resolution 2024-021 in accordance with Florida Statue 166-0451. A program for the disposal of the lots is being established by the City to convey/sell the lots to afford housing developers.

Discussion

The City of Cocoa will use all available funds and seek additional resources to address the needs identified in the plan.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Fair Housing Compliance, Testing and Outreach	2022	2027	Affordable Housing	City wide	Neighborhood Services	CDBG: $1,000	Other: 19100 Other
2	Public Services	2022	2027	Non-Housing Community Development	City wide	Public Services	CDBG: $17,935	Public service activities other than Low/Moderate Income Housing Benefit: 1275 Persons Assisted
3	Repayment of Section 108 Loan Guarantee	2022	2027	Non-Housing Community Development	CENSUS TRACT 626	Public Facilities Improvements	CDBG: $76,718.60	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1350 Persons Assisted
4	Planning and Administration	2022	2027	Non-Housing Community Development Administration	City wide	Affordable Housing Homebuyer Program Public Facilities Improvements	CDBG: $23,913.40	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

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1	**Goal Name**	Fair Housing Compliance, Testing and Outreach
	Goal Description	Cooperative effort between City and County to provide fair housing testing and outreach programs.
2	**Goal Name**	Public Services
	Goal Description	INCREASE ACCESS TO PUBLIC SERVICES INCREASE ACCESS TO HOMELESS PREVENTION SERVICES
3	**Goal Name**	Repayment of Section 108 Loan Guarantee
	Goal Description	REPAYMENT OF THE SECTION 108 LOAN USED TO BUILD THE DR. JOE LEE SMITH COMMUNITY CENTER IN DIAMOND SQUARE.
4	**Goal Name**	Planning and Administration
	Goal Description	PROGAM ADMINISTRATION

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AP-35 Projects - 91.420, 91.220(d)

Introduction

Each Year the City of Cocoa undertakes a process which includes public input and citizen participation to develop a one-year Action Plan that describes actions, projects and programs that will take place during the upcoming year to address the priority needs and specific objectives identified in the strategic plan section of the five-year Consolidated Plan. CDBG funding will be used for administrative and general oversight of the CDBG Program; fair housing training, outreach and testing; repayment of a Section 108 Loan Guarantee; and public service programs providing meals for the elderly, meals for those at homelessness or at risk of homelessness, domestic violence prevention, and case management to at risk of homelessness individuals/families, housing rehabilitation and demolition with program income received throughout the year, as allowed. HOME Program funding will be used for administration and general oversight of the HOME program and development of affordable homeownership opportunities in partnership with local developers, Community Housing Development Organizations, and the Consortium.

#	Project Name

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Projects: Subrecipients/Section 108 Loan

1. Public Services FY 24/25 - $17,935.00

2. Section 108 Loan Repayment - $76,718.60

3. Program Administration/Fair Housing - $23,913.40

Funding priorities annually is determined primarily by the results (identification of needs and priorities) of the annual citizen participation process, and through committee evaluation of competitive grant applications submitted by eligible sub-recipients and third-party developers. Approximately 80% of available project funds are awarded through formal RFP process. The basis for determining these awards includes basic project eligibility, applicant capacity, and proposed benefit for the low- and moderate-income community and leveraging of other funding resources. City initiated activities including planning and program administration fair housing testing, outreach and training, public facilities and improvements and repayment of a Section 108 Guarantee typically account for the remaining 85% of projects.

City initiated activities are also targeted at community needs identified during the annual citizen

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participation process and Council support of priorities identified in the City's Comprehensive and Capital Improvement Plan processes. Public service projects selected for funding will provide a direct benefit too low to moderate income clientele City-wide. These benefits are targeted to all persons whose household income falls below 80% of the median income and whose residence lies within the city limits, and the region’s homeless population.

The primary obstacle to meeting underserved needs is limited funding at the local, state, and federal levels, particularly for public and homeless services. Public service activities are capped at 15% of the total CDBG allocation. The biggest barrier impacting affordable housing, in addition to the lack of resources, is rising housing costs caused by continuous growth and limited number of qualified nonprofit affordable housing developers. Funds are leveraged as much as possible but can only be stretched so far.

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AP-38 Project Summary

Project Summary Information

Project Name	Target Area	Goals Supported	Needs Addressed	Funding	Target Date	Estimate the number and type of families that will benefit from the proposed activities	Location Description	Planned Activities
Michael C. Blake Sub.	**Census 626**	**First Time Homebuyers**	**Affordable Housing**	**HOME**	**Start 2026 or 2027**	**Low Income**	**Michael C. Blake Sub.**	**Affordable Housing**

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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Cocoa has a total area of 15.4 square miles and a population of 19,653 according to BEBR 2021. Within the City, there are two (2) established Community Redevelopment Areas (CRA), the Cocoa (Downtown) CRA and the **Diamond Square CRA Census Tract 626, with Block Group 1 & 2, low target area**. Created in 1981, Cocoa CRA encompasses Census Tract 627, currently known as 715 Block Group 2, and is the most established of the two. The area more commonly known as "Historic Cocoa Village" has experienced a boom in development especially along the banks of the Indian River. However, the area west of Florida Avenue is known as the Heart of Cocoa and is a Federal Consent Decree. Unfortunately, the 2000 Census combined all of CT627 into one block group, thereby reducing the impact of low/moderate income people residing in the Heart of Cocoa. The 2010 Census combined CT627 with CT622 and is now CT 715.

The Diamond Square CRA is located within CT626 and is even more depressed with 25% of its residents being below poverty. The population, according to the 2020 Census, is estimated to be at 3,190, resulting in an increase of 3% since 2010. As of 2021 ACS estimate population, 23% are White, 50% are Black or African American, 13% are Hispanic or Latino and Other is 14%. These areas are also designated Florida Brownfields Area. The area encompasses all of Diamond Square CRA, and the Heart of Cocoa area. These areas are the focus for the majority of CDBG and HOME funded programs. However, funds are not restricted to only these areas but are available throughout the City for activities that qualify for assistance under HUD guidelines. In fact, the 2020 Census indicates that 13% percent of the citizens of Cocoa are living below the poverty line. The highest concentration of low/moderate income persons are found in the CT626, known as the Diamond Square RDA, according to the 2022 ACS, 13% of the residents in the area are low/moderate. According to the 2022 American Community Survey (ACS) 5-Year Estimates the median household income for the City is $45,011. The median household income for Census Tract 626 is $38,542. See map of Redevelopment Areas in Appendix.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS TRACT 626	70
Census Tract 623	25
City wide	3

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The basis for allocating investments within the low-income census tracts was completed through the citizen participation process, which identified the needs within the City. The City is not only attempting to meet the needs of the community but also affirmatively further fair housing. It is essential to engage in not only community building activities and fund needed improvements in low- and moderate-income areas but also to provide opportunities for residents to live in non-impacted areas.

See map of 2020 Census Tracts and Blocks in appendix.

Discussion

The City has sought to invest in programs that reduce or eliminate slums and blight and promote ownership to diffuse the threat of creating concentrations of poverty. Through the City's homebuyer program and housing repair programs the City seeks to encourage the development of affordable housing. At the same time, households with limited incomes often prefer to reside in locations that have access to community services such as public transportation, anti-poverty programs communities that have the strength of ethnic diversity and communities that provide faith-based and family-based supports.

The City of Cocoa does not have a Neighborhood Revitalization Strategy Area (NRSA).

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P-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium, has developed the following actions which address obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and Annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers to enhance the availability for underserved populations such as seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to continue and encourage the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of floor area for new construction within the Central Business District.

The City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permit and inspection fees for City projects or projects completed on City property.

Requests for a reduction of parking and/or setback requirements for affordable housing will be reviewed by the city staff and the appropriate board (Planning & Zoning, Board of Adjustment) and/or City Council. Any reductions will be allowed on a case-by-case basis if appropriate

through development agreements. Development agreements must be approved by City Council. Since 2007, the City has entered three (3).

Discussion

These endeavors will increase the availability of housing within the City and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable, and accessible housing throughout the City.

The City of Cocoa's Housing Staff partners with the private sector partners known as the Innovative Housing Group made up of locally invested partners from attorneys to the banking industry, to a CHDO partner, local builders, and involved citizens/ organizations wanting to develop solutions to affordable housing. In conjunction, staff also attends meetings with the Cocoa Housing Authority. Staff continually communicates with Community Housing Initiative (CHI) to discuss opportunities in Homeownership. We discuss patterns in the local housing market, and stock to adjust agreements in serving citizens better. Through our SHIP allocation, the City of Cocoa is not required to form an AHAC. However, because of the Innovative Housing Group, the Cocoa Housing Authority Board meetings, the Diamond Square CRA Committee meetings, and our Public Services with Subrecipients, conversations to solutions on affordable housing identifies barriers to formulate plans.

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AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Cocoa, in collaboration with the Brevard County HOME Consortium has developed the following actions which addresses obstacles to meeting underserved needs, fostering affordable housing, reducing lead-based paint hazards, reducing the number of poverty level families, developing institutional structures, and enhancing coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all underserved needs remains the lack of financial resources as identified in the five (5) year Consolidated Plan and annual Action Plan. To overcome this obstacle, the City of Cocoa will continue to seek other sources of funding and develop viable partnerships with other service providers enhance the availability of underserved populations such as, seniors, homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth within the City.

Actions planned to foster and maintain affordable housing

Most of the City's HOME and CDBG funding is used to support programs that support decent and affordable housing opportunities for low/moderate income individuals. In FY 2008-2009 the City partnered with North Brevard Sharing Center (NBSC) for a Transitional Housing Program. Through this program five (5) homes were purchased, rehabilitated, and made available to low/mod income families facing hardship and homeless. The program provides affordable rent for up to 24 months, giving families the opportunity to build their finances and find a permanent home.

The City has partnered with Space Coast Habitat, recognized as the first Female Veteran's Village, for United States Female Veterans wanting to be First Time Homebuyers, in the Nation. For fiscal year 2022-2023 the project is scheduled to complete with 3 more homes in construction, for a total of 6 completed homes. The City has worked to allocate HOME funding dollars for First Time Homebuyers with a Purchase Assistance Program.

In order to continue encouraging the creation of new affordable housing within the City of Cocoa and to preserve and augment the residential character of the RU-2-10 Single Family and Multi-Family Dwelling District within the Community Redevelopment Area (CRA) of the City, the City created a Housing Bonus Program to provide a transferable floor area bonus for the development of new affordable housing within the CRA. For each newly constructed unit of qualifying affordable housing as defined in subsection (C) of the Housing Bonus section of the Cocoa Code, a developer is entitled to an increase of

floor area for new construction within the Central Business District.

And finally, in July 1994, the City adopted a SHIP Local Housing Assistance Plan that put into place expedited permitting policies and procedures to ensure that affordable housing projects receive priority processing. On February 14, 2006, City Council adopted Resolution No. 2006-20 waiving building permits and inspection fees for City projects or projects completed on City property.

These endeavors will increase the availability of housing within the City and will move the City closer to its goal of developing viable relationships with non-profit housing development organizations and developers for the development of decent, affordable and accessible housing throughout the City.

Actions planned to reduce lead-based paint hazards

The City will take the following actions to reduce lead-based paint hazards:

- Continue to implement the Lead Safe Housing Rule and will ensure that all homes built prior to 1978 are inspected by qualified hazard evaluation professional and all mediation is performed by certified lead hazard contractors.
- Ensure that contractors who perform renovation, repairs, and painting jobs in pre-1978 housing and child-occupied facilities, before beginning work, provide owners, tenants, and child-care facilities with a copy of EPA's lead hazard information pamphlet Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools and document compliance with this requirement; EPA's pre-renovation disclosure form.
- Ensure that lead hazard reduction be performed according to 24 CFR 35.930 units testing positive and ongoing maintenance, monitoring and cleaning be ongoing for properties that maintain a relationship with the County/cities.
- Ensure that contractors follow three simple procedures:

1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate: Cover the floors and any furniture that cannot be moved. Seal off doors and heating and cooling system vents. These will help prevent dust or debris from getting outside the work area. 2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. 3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include using a HEPA vacuum to clean up dust and debris on all surfaces, followed by Wet mopping with plenty of rinsing water. The City will also integrate into its housing policies and programs the Final EPA Renovation & Remodeling Rule implemented on April 22,

2010. The Final Rule will ensure that persons performing renovations and dust sampling are properly trained; renovators, dust sampling technicians and firms performing these renovations are certified; lead-safe work practices are followed during renovations; providers of renovation and dust sampling technician training are accredited; and owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations begin. The purpose of integrating the Final Rule into policies and procedures is to reduce potential exposure to dangerous levels of lead resulting from disturbing lead-based paint in older housing.

Actions planned to reduce the number of poverty-level families

The anti-poverty strategy is the unifying thread that ties the housing, homeless, public housing and non-housing community development strategies together as one comprehensive plan for reducing the number of poverty-families.

The City of Cocoa will coordinate efforts among its many partner organizations to ensure that the goals outlined in the Consolidated Plan are met within the one-year Action Plan. These partners include the Housing Authority of the City of Cocoa, neighborhood residents, representatives of health and human service agencies, businesses, faith-based organizations, non-profit and for-profit developers, and local lenders.

The key goals of the City's anti-poverty strategy and five-year Consolidated Plan are as follows: provision of adequate and affordable housing; neighborhood stabilization; elimination of substandard housing; and the availability of special needs housing.

The following are CDBG public service agencies and percentage of area to be served in FY 2022-2023: Community Services Council (Meals on Wheels and Congregate dining) - 95% of $6673.30 will be expended in target areas; Central Brevard Sharing Center (Nutritional meals at center) - 100% of $6548.72 will be expended in target areas; Salvation Army (Shelter and meals provided to victims of domestic violence) - 100% of $6000.00 will be expended in target areas.

The Brevard HOME Consortium is served by three Public Housing Authorities:

- Housing Authority of the City of Titusville, which serves the City of Titusville.
- Cocoa Housing Authority, which serves the City of Cocoa.
- Housing Authority of Brevard County, which served the unincorporated areas of Brevard County, and the City of Melbourne

Each Public Housing Authority (PHA) has its own set of strategies to meet the needs of low-income residents and current residents of properties managed by each PHA. Some specific actions planned by

each PHA as described below.

Brevard County Housing Authority

- In 2024-2025 plans to develop 216 apartments for elderly and disabled in Palm Bay
- Also developing a multi-family property in Merritt Island in 2024-2025
- Intend to expand administrative offices in 2024-2025 to better serve clients
- Continue to issue Project-based vouchers for new construction and/or substantial rehabilitation for individuals and families in need of housing

Cocoa Housing Authority

- The PHA currently has vacant land that can be developed for affordable housing and its current goal is to develop at least 70—150 apartments for senior citizens within the next 5 years.
- The PHA also has vacant land that is zoned for commercial use and could be sold. The proceeds of sale could be used to purchase additional land for more affordable housing development. This idea is being considered by the CHA Board of Commissioners.
- The PHA is deeply involved with 327 former public housing apartments which have been converted to RAD/PBRA. These homes serve the same lower income households they have always served. The average adjusted gross income by household size is approximately 20% of Area Median Income (AMI) by household size.

Housing Authority of the City of Titusville

- The housing Authority continues to complete renovations by modernizing units as they are vacated rather than moving sections to renovate the units all at once. This decreases the number of offline units and efficiency in completing them.
- The Housing Choice Voucher, Section 8 staff continues to reach out to the property owners in support of housing under the voucher program. The current rental market makes it challenging to recruit affordable housing opportunities for voucher holders.

Actions planned to develop institutional structure

The City of Cocoa will continue to seek and provide training for staff that promotes efficiency and effectiveness in the administration of the CDBG and HOME Programs. Training shall include venues offered by HUD, the Florida Community Development Association, fair housing organizations, and the Florida Housing Coalition, etc. In addition, the City will continue to build relationships with non-profit and for-profit housing providers and developers to support and enhance its housing development strategy. Finally, the City will continue to work collaboratively with municipalities, non-profit and private entities throughout the State to develop and strengthen its capacity to carry out programs

within the City.

Actions planned to enhance coordination between public and private housing and social service agencies

Brevard County HOME Consortium members include Brevard County, the cities of Cocoa, Titusville, Melbourne & Palm Bay. To facilitate communication with other local housing nonprofit organizations, members of the Consortium convene monthly to share federal & state housing program updates, to engage in discussions of local housing programs and initiatives. Cocoa has a number of social service agencies and churches providing homeless assistance programs to include preventive services, short and long-term housing, emergency food, clothing and financial assistance. The following list of primary agencies are supported by the City of Cocoa & the Brevard Homeless Coalition (BHC) which provide services to the homeless population: **Brevard County Family & Children Services** - **Central Brevard Sharing Center** –**Housing for the Homeless of Brevard County - WIN (When-In-Need) Program** - **Early Learning Coalition of Brevard** - **Crosswinds Youth Services** - **The Salvation Army** - **The Salvation Army Domestic Violence Shelter** - **Catholic Charities of Central Florida** -The City will continue to partner and support the listed agencies to address the specific objectives of the Strategic Plan which are: help low income families avoid homelessness; establish facilities for substance abusers, mentally ill, and dually diagnosed; and support case management services for ex-offenders; support activities to fill gaps in Brevard County's Continuum of Care; respond to urgent community needs; and increase permanent supportive housing & transitional beds for persons with special needs to include housing for unaccompanied homeless youth. The Florida Legislature has awarded $500,000 to **My Community Cares, Inc. for The REENTRY Center of Brevard,** which is located in Cocoa, Census tract 626. The reentry needs of Brevard County which ranks eleventh in the state with men and women returning from prison to the community. **The Reentry Center of Brevard** is the culmination of years of perseverance and dedication put forth by My Community Cares, the Reentry Task Force of Brevard and the Brevard Homeless Coalition. Case management was provided to approximately 145 clients. There has been an increase in the need of transitional housing since clients do not qualify for most housing programs. The Reentry Center of Brevard has paid for clients' transitional housing over the last year. Additionally, an increase of food insecurity with clients has been recorded and the program has provided free food. Lastly, there has been an increase in mental health service needs, and The Reentry Center of Brevard has paid for mental health treatment. **The Reentry Center of Brevard is now Operation New Hope,** which provides comprehensive case management support, soft/hard skills training, job replacement and family reunification to people with a criminal record, in order to break the cycle of incarceration and poverty.

Discussion

The City of Cocoa will use its limited financial resources to address the needs identified in this plan. See attached budget sheet for FY2024-2025.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The City of Cocoa receives an annual allocation of CDBG funds as an entitlement city. HOME funds are received as part of the Brevard County HOME Consortium. The questions below have been completed as they are applicable.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from Section 108 loan guarantees that it will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	76,718.60
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**76,718.60**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons with low and moderate incomes. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Discussion

At this time, the City of Cocoa does not anticipate receiving Program Income, surplus funds from urban renewal settlements, grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan, or income from float-funded activities during FY2022-2023. The City of Cocoa received a Section 108 Loan in the amount of $894,000. Repayments for the Section 108 Loan began in March 2021 in the amount of $150,000. The City will track revenues received from the project. However, it is not anticipated that the amount of revenue received will exceed $15,000.

Final Statement of CDBG Projects for FY 2025-2026

(Allocation consists of $119,567.00)

PUBLIC SERVICES:

Community Services Council (meals on wheels & seniors' lunch) $3661.00

Central Brevard Sharing Center (community kitchen) $4661.00

Salvation Army (meals in domestic violence shelter) $4661.00

Family Promise (rental/mortgage assistance, emergency shelter) $4952.00

CDBG OTHER PUBLIC FACILITIES IMPROVEMENTS:

Repayment of Section 108 Loan $ 76,718.60

CDBG ADMINISTRATION:

CDBG Administration and Operational Funds $ 23,913.40

CDBG-CV Funds $59,783.00

Fair Housing Education & Outreach $1,000.00

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FINAL STATEMENT OF HOME PROJECTS FOR FY 2024- 2025

HOUSING: CHDO	$ 9,681.32
HOME: Housing Activity	$ 48,406.60
HOME: Administration and Operational Funds	$ 4,795.48

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Attachments

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Citizen Participation Comments

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32923-7982

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08/26/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/26/2024

Legal Clerk

Notary, State of WI, County of Brown

5-15-27

My commission expires

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Page 1 of 1

NOTICE OF PUBLIC HEARING

PROPOSED FINAL STATEMENT OF GOALS PROJECTS FOR PROGRAM YEAR 2024-2025:

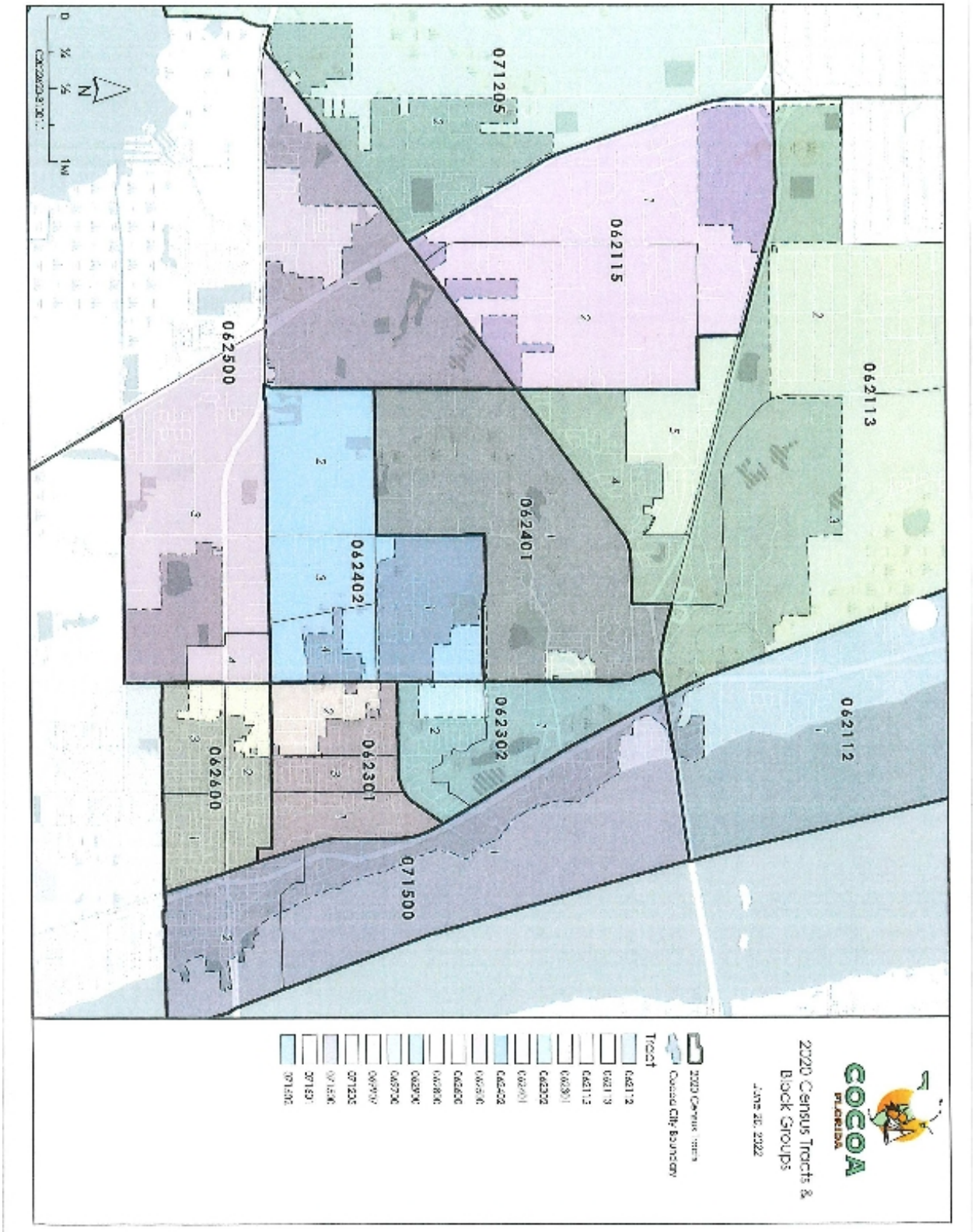
PUBLIC SERVICES:

ADMINISTRATION:

PROPOSED FINAL STATEMENT OF HOME PROJECTS FOR PROGRAM YEAR 2024-2025:

HOME/ADMIN:

No Comments during the time period of August 21, 2024 – September 21, 2024


COCOA
FLORIDA
2020 Census Tracts &
Block Groups
June 28, 2022
Cocoa City Boundary
Tract
062112
062113
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062402
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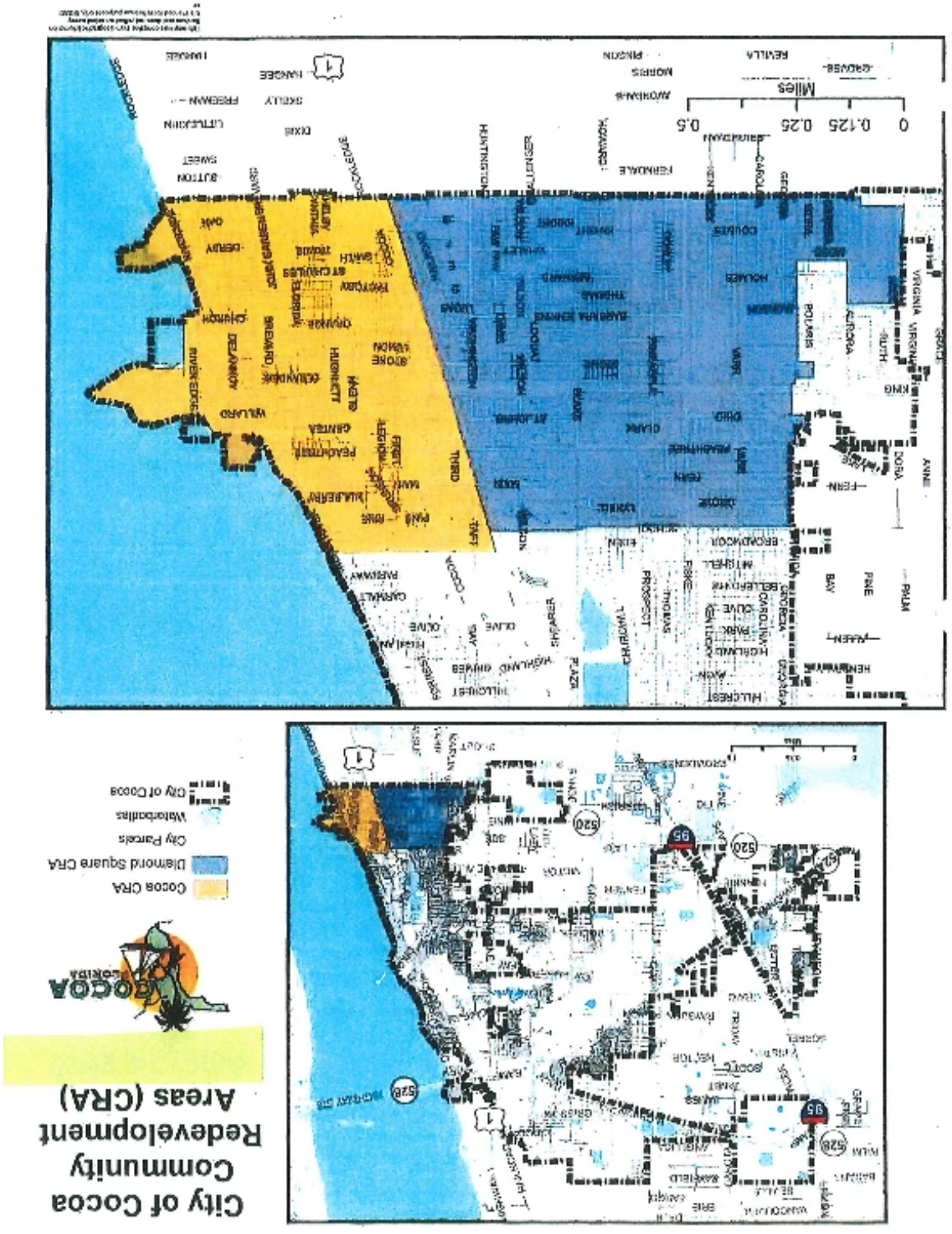
Map- City of Cocoa Community Redevelopment Areas (CRA)




City of Cocoa
Redevelopment
Areas (CRA)
Cocoa CRA
Diamond Square CRA
City Parcels
Waterbodies
City of Cocoa

OnTheMap (census.gov)

Note: The U.S. Census Bureau reviewed this data product for unauthorized disclosure of confidential information and approved the disclosure avoidance practices applied to this release. CBDRB-FY21-249

Map-City of Cocoa Boundary

Grantee SF-424's and Certification(s)

COMMUNITY DEVELOPMENT

BLOCK GRANT (CDBG)

ANNUAL ACTION PLAN

FY 24/25

City of Cocoa, Florida

Public viewing August 21, 2024 – September 21, 2024

(Note) Public comments accepted through this period.

(Note) – Draft is also located at the Cocoa Public Library, City Clerk's Office, & City of Cocoa Website for viewing

DRAFT

Fair Housing Spot Numbers

Month		:30	7 Days
October		20	19
November		17	31
	Year to Date Total	**37**	**50**
December		16	30
	Year to Date Total	**53**	**80**
January		6	1
	Year to Date Total	**59**	**81**
February		10	30
	Year to Date Total	**69**	**111**
March		18	0
	Year to Date Total	**87**	**111**
April		21	0
	Year to Date Total	**108**	**111**
May		29	42
	Year to Date Total	**137**	**153**
June		25	48
	Year to Date Total	**162**	**201**
July		21	21
	Year to Date Total	**183**	**222**
August		21	34
	Year to Date Total	**204**	**256**
September		21	18
FY2023-24 Totals		**225**	**274**

FY2023-24 Totals	
"Wanted Everywhere Else" :30 Spot	225
"7 Days in April" (longer spot)	274

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision
	* If Revision, select appropriate letter(s):
	* Other (Specify):
* 3. Date Received: 06212024	4. Applicant Identifier: B-22-MC-120003
5a. Federal Entity Identifier:	5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	City of Cocoa
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000292	* c. UEI: 079165608600

d. Address:

* Street1:	65 Stone Street
Street2:	
* City:	Cocoa
County/Parish:	Brevard
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	32922-7682

e. Organizational Unit:

Department Name: Community Services	Division Name: Housing&Neighborhood Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.	* First Name: Charlene
Middle Name:	
* Last Name: Masterman	
Suffix:	
Title: Community Services Director	
Organizational Affiliation: City of Cocoa	
* Telephone Number: 321-433-0509	Fax Number:
* Email: cmasterman@cocoafl.gov	

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

City of Cocoa

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant (CDBG) Entitlement Grant

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

* 16. Descriptive Title of Applicant's Project:

This CDBG application includes administration, fair housing testing, training & outreach, public services, public facilities and improvements, payment of section 108 loan.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 15 * b. Program/Project: 155555

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2025

18. Estimated Funding ($):

* a. Federal	119,567.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	119,567.00
* g. TOTAL	

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Michael

Middle Name: Cavis

* Last Name: Blake

Suffix:

* Title: Mayor

* Telephone Number: 321-433-6400 Fax Number: 321-433-6498

* Email: mblake@coccoatl.gov

* Signature of Authorized Representative: Michael C. Blake * Date Signed: 5-28-24

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Michael C. Blake	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Cocoa	5/28/24

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;

2. 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.



Signature of Authorized Official — Date: 5-28-24

Mayor

Title

Compliance with Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.



Signature of Authorized Official — Date: 5-28-24

Mayor

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.



Signature of Authorized Official

5-28-24
Date

Mayor
Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY 2024 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

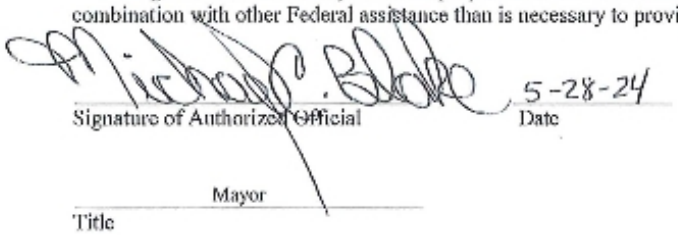
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;



5-28-24

Signature of Authorized Official — Date

Mayor

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.



Signature of Authorized Official

5-28-24
Date

Mayor
Title

Housing Opportunities for Persons With AIDS Certifications

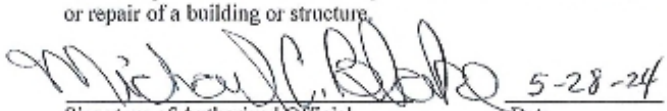
The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.



Signature of Authorized Official

5-28-24
Date

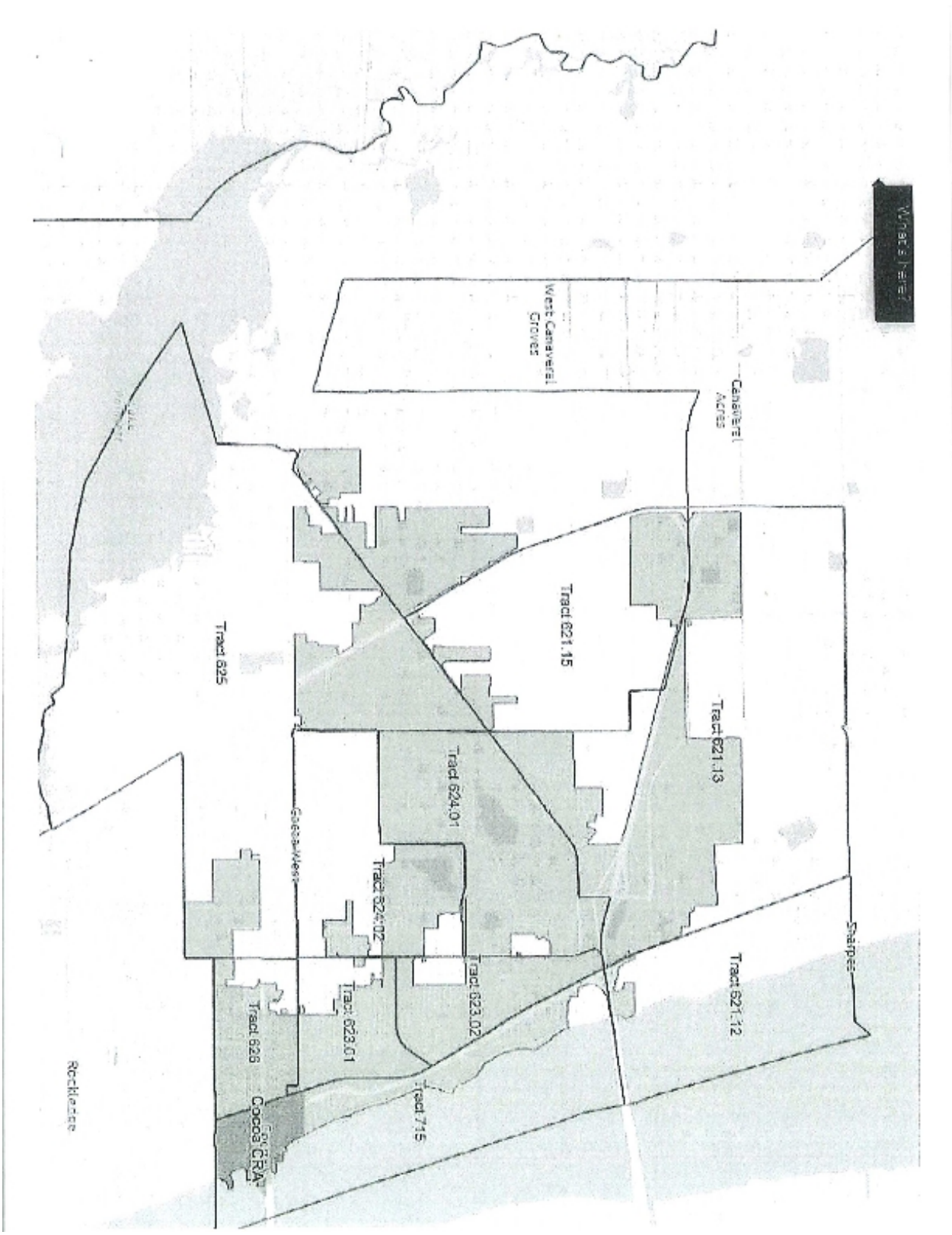
Mayor
Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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 section 1352, title 31, U.S. Code. 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.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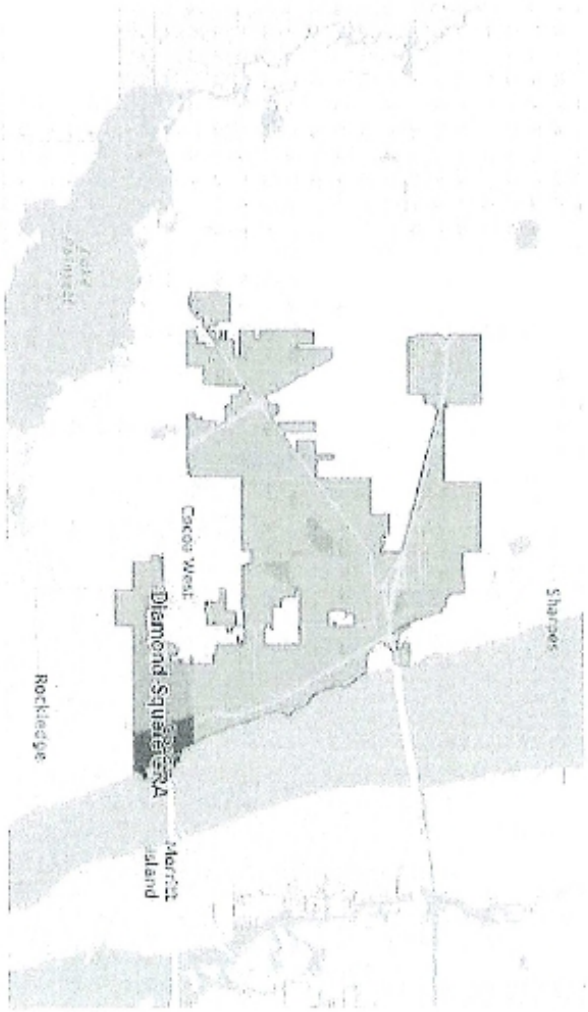
Canaveral Acres
Tract 625
Tract 621.15
Tract 621.13
Tract 624.01
Tract 624.02
Tract 623.02
Tract 623.01
Tract 628
Tract 715
Tract 621.12
Sharpes
Rockledge
Cocoa CRA


Cocoa West
Diamond Square
Rockledge
Sharpes

FY 2022-2027 Consolidated Plan and Action Plan Survey Results

HIGH Priorities	MEDIUM Priorities	LOW Priorities
425-400	393-376	375-327
422 Neglected and Abused Children Services	392 Energy Efficient Improvements	373 Residential Rehab Repairs
420 Anti-Crime Programs	391 Child Care Services	370 Accessibility Improvements ADA
417 Youth Activities	390 Street Lighting	369 Childcare Center
415 Job Creation and Retention	387 Housing for Disabled	364 Demolition of unsafe Buildings
411 Affordable Rental Housing	385 Centers/ Services for disabled	363 Senior Housing
408 Homeless Services and Shelters	383 Youth Centers	361 Building Façade Improvements
408 Fair Housing	381 Drainage Improvements	358 Parks and Rec
404 Domestic Violence	381 Water and Sewer Improvements	357 Community Center
403 Health Services	380 Emergency Home Repairs	338 Senior Activities
402 Employment and training Services	380 Transportation Services	333 Senior Centers
394 Homeownership Assistance	377 Sidewalk Improvements	327 Code Enforcement
394 Single Family Housing	376 Business Mentoring	
	376 Substance Abuse Services	

Total survey results from 127 received.

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

*Title:

*Applicant/Recipient Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;

2. 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
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 section 1352, title 31, U.S. Code. 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.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [ ] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [ ] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:
Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. UEI:

d. Address:

* Street1:
Street2:
* City:
County/Parish:
* State:
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name:
Middle Name:
* Last Name:
Suffix:

Title:

Organizational Affiliation:

* Telephone Number:
Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding ($):

* a. Federal
* b. Applicant
* c. State
* d. Local
* e. Other
* f. Program Income
* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [ ] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

- [ ] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

FY 2025 Community Planning and Development Formula P					
NAME	**STA**	**Type**	**CDBG**	**RHP**	**HOME**
State of Florida	**FL**	**Non-entitlement**	**$24,581,601**	**$1,131,822**	**$16,907,551.67**
Boca Raton	FL	Principal City	$516,588	$0	$0.00
Boynton Beach	FL	Metro City	$518,962	$0	$0.00
Bradenton	FL	Principal City	$447,763	$0	$0.00
Brevard County	FL	Urban County	$1,350,422	$0	$1,075,702.31
Broward County	FL	Urban County	$3,978,959	$0	$3,998,081.16
Cape Coral	FL	Principal City	$1,110,919	$0	$381,873.98
Clay County	FL	Urban County	$1,060,250	$0	$371,811.86
Clearwater	FL	Principal City	$925,886	$0	$383,226.12
St. Lucie County	FL	Consortia	$0	$0	$923,988.83
Cocoa	FL	Metro City	$105,087	$0	$0.00
Coconut Creek	FL	Metro City	$0	$0	$0.00
Collier County	FL	Urban County	$2,677,254	$0	$759,078.58
Coral Springs	FL	Metro City	$794,085	$0	$0.00
Crestview	FL	Metro City	$164,652	$0	$0.00
Davie	FL	Metro City	$714,145	$0	$0.00
Daytona Beach	FL	Principal City	$619,516	$0	$351,210.34
Deerfield Beach	FL	Principal City	$721,028	$0	$0.00
Delray Beach	FL	Principal City	$457,791	$0	$0.00
Deltona	FL	Principal City	$528,176	$0	$0.00
Doral	FL	Principal City	$0	$0	$0.00
Escambia County	FL	Urban County	$1,806,149	$0	$1,312,747.99
Fort Pierce	FL	Metro City	$574,680	$0	$0.00

Fort Walton Beach	FL	Principal City	$132,070	$0	$0.00
Ft Lauderdale	FL	Principal City	$1,518,117	$0	$624,207.61
Ft Myers	FL	Principal City	$738,136	$0	$0.00
Gainesville	FL	Principal City	$1,442,129	$0	$605,269.91
Hernando County	FL	Urban County	$1,137,403	$0	$375,686.50
Hialeah	FL	Metro City	$2,427,498	$0	$1,225,454.50
Hillsborough County	FL	Urban County	$7,456,094	$0	$2,810,866.11
Hollywood	FL	Metro City	$1,249,460	$0	$539,022.46
Homestead	FL	Metro City	$878,963	$0	$392,070.90
Jacksonville	FL	Urban County	$6,940,619	$0	$3,287,435.97
Jupiter	FL	Principal City	$312,843	$0	$0.00
Kissimmee	FL	Principal City	$1,000,854	$0	$0.00
Lake County	FL	Urban County	$1,848,798	$0	$697,813.13
Lakeland	FL	Principal City	$825,858	$0	$376,899.02
Largo	FL	Principal City	$587,919	$0	$0.00
Lauderhill	FL	Metro City	$780,917	$0	$0.00
Lee County	FL	Urban County	$3,044,711	$0	$953,824.26
Manatee County	FL	Urban County	$1,833,537	$0	$588,051.16
Margate	FL	Metro City	$0	$0	$0.00
Marion County	FL	Urban County	$2,173,037	$0	$891,550.13
Melbourne	FL	Principal City	$603,059	$0	$0.00
Miami	FL	Principal City	$5,026,283	$0	$2,919,951.04

Miami Beach	FL	Principal City	$858,270	$0	$485,921.06
Miami Gardens	FL	Metro City	$970,105	$0	$395,843.18
Miami-Dade County	FL	Urban County	$13,151,137	$0	$4,765,975.49
Miramar	FL	Metro City	$824,752	$0	$0.00
North Miami	FL	Metro City	$765,353	$0	$283,861.56
Ocala	FL	Principal City	$510,378	$0	$0.00
Orange County	FL	Urban County	$7,439,307	$0	$2,673,793.48
Orlando	FL	Principal City	$2,522,385	$0	$1,207,798.66
Osceola County	FL	Urban County	$1,634,093	$0	$933,522.56
Palm Bay	FL	Principal City	$814,260	$0	$0.00
Palm Beach County	FL	Urban County	$6,609,628	$0	$2,246,071.80
Palm Beach Gardens	FL	Metro City	$260,237	$0	$0.00
Palm Coast	FL	Metro City	$462,211	$0	$0.00
Panama	FL	Principal City	$360,009	$0	$0.00
Panama Beach	FL	Principal City	$105,177	$0	$0.00
Pasco County	FL	Urban County	$3,160,581	$0	$1,172,493.05
Pembroke Pines	FL	Metro City	$1,125,411	$0	$0.00
Pensacola	FL	Principal City	$753,536	$0	$0.00
Pinellas County	FL	Urban County	$2,339,516	$0	$1,074,297.76
Pinellas Park	FL	Metro City	$361,300	$0	$0.00
Plantation	FL	Metro City	$630,799	$0	$0.00
Polk County	FL	Urban County	$4,234,555	$0	$1,414,159.06
Pompano Beach	FL	Principal City	$1,024,414	$0	$418,397.85

Port Orange	FL	Metro City	$354,806	$0	$0.00
Port St Lucie	FL	Principal City	$1,086,454	$0	$0.00
Sanford	FL	Principal City	$437,753	$0	$0.00
Sarasota City	FL	Principal City	$371,559	$0	$818,532.42
Sarasota County	FL	Urban County	$1,767,490	$0	$0.00
Sebastian	FL	Principal City	$116,320	$0	$0.00
Seminole County	FL	Urban County	$2,292,412	$0	$898,113.53
St Petersburg	FL	Principal City	$1,744,727	$0	$704,691.28
St. Cloud	FL	Metro City	$345,240	$0	$0.00
St. Johns County	FL	Urban County	$1,138,383	$0	$0.00
Sunrise	FL	Metro City	$675,995	$0	$0.00
Tallahassee	FL	Principal City	$1,880,342	$0	$914,338.44
Tamarac	FL	Metro City	$496,342	$0	$0.00
Tampa	FL	Principal City	$3,057,626	$0	$1,529,902.71
Titusville	FL	Principal City	$280,901	$0	$0.00
Volusia County	FL	Urban County	$1,718,768	$0	$673,150.09
Wellington	FL	Metro City	$289,551	$0	$0.00
West Palm Beach	FL	Principal City	$970,113	$0	$497,842.06

rogram Allocations		
ESG	**HOPWA**	**HTF**
$5,789,177	**$9,874,806**	**$8,528,463.49**
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$250,179	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$214,074	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$149,220	$0	$0.00
$0	$0	$0.00

$0	$0	$0.00
$0	$7,981,453	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$210,922	$0	$0.00
$644,586	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$602,328	$3,096,252	$0.00
$0	$0	$0.00
$0	$0	$0.00
$167,034	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$274,830	$0	$0.00
$157,808	$0	$0.00
$0	$0	$0.00
$190,774	$0	$0.00
$0	$0	$0.00
$447,390	$13,889,565	$0.00

$0	$0	$0.00
$0	$0	$0.00
$1,097,101	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$644,990	$0	$0.00
$220,965	$5,638,344	$0.00
$0	$0	$0.00
$0	$0	$0.00
$570,211	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$272,372	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$205,566	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$351,136	$0	$0.00
$0	$0	$0.00

$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$152,828	$0	$0.00
$0	$0	$0.00
$193,384	$0	$0.00
$157,232	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$0	$0	$0.00
$164,348	$0	$0.00
$0	$0	$0.00
$269,761	$5,288,342	$0.00
$0	$0	$0.00
$149,596	$0	$0.00
$0	$0	$0.00
$0	$3,564,869	$0.00

CITY COUNCIL AGENDA ITEM

Memo Date: July 16, 2025
Agenda Date: July 22, 2025
Prepared By: Erika Hughes – Planning Consultant
Through: Stockton Whitten – City Manager
Requested Action:
Consideration of a Development Agreement for a Mixed-Use Development at 430 Brevard Avenue.

Introduction:

The applicant, Framework Group, LLC, requests approval of a Development Agreement with the City of Cocoa for the construction of a vertically integrated mixed-use development at 430 Brevard Avenue. The subject property is located at the NE corner of Brevard Avenue and Church Street, and consists of the following Brevard County Parcel ID numbers:

- 24-36-33-39-B-7
- 24-36-33-39-B-8
- 24-36-33-39-B-11

The total acreage of the three parcels is 1.95 acres (collectively the "Subject Property") and is within the Cocoa Waterfront Overlay District – Cocoa Village Subdistrict. The agreement facilitates development consistent with the City's Comprehensive Plan and zoning requirements, including density bonuses and increased building height allowances.

Future Land Use Designation:	Current: Mixed-Use (MU)
Zoning District:	Current: Central Business District Cocoa Village Overlay (CBD-CVO)
Existing Land Use:	Mixed-Use Commercial Property, Multi-Tenant Office Building, Parking Lot
Waterfront Overlay Designation:	Cocoa Village, CV; Commercial/Mixed Use – Large Buildings (CL) Building Type
Council District:	District 1 – Councilmember Goins
Legal Ad Date:	July 2, 2025

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses
North	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Retail Stores/Mixed-Use Commercial Property
South	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Restaurant/ Professional Building
East	INST, Institutional; MU, Mixed Use	CBD, Central Business District	Cocoa Waterfront Park
West	MU, Mixed Use	CBD-CVO, Central Business District Cocoa Village Overlay	Office Building/Retail Stores/Mixed-Use Commercial Property

Background:

Over the course of several years and multiple public hearings, City Council has created multiple policies that allow for unique and dense redevelopment opportunities with the City's Community Redevelopment Area (CRA). Starting in 2010, City Council approved the Mixed-Use (MU) future land use category which is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along major transportation corridors in the City, such as SR 520 and US 1, and in Cocoa Village. The adoption of the MU future land use category was envisioned to strengthen support of redevelopment activities and place a stronger emphasis on quality, integrated development as opposed to conventional development standards and reduce urban sprawl. The maximum density permitted in the MU future land use category is twenty-five (25) dwelling unit per acre with a density bonus of five (5) additional dwelling units per acres for vertically mixed-use development, which brings the max du/acre total to 30 du/acre.

Since then, Council has approved various legislative actions allowing for increased residential density and building height for mixed-use projects located within specific areas of the Cocoa Village Subdistrict:

- Ordinance No. 07-2022 amended the Comprehensive Plan to permit up to 125 dwelling units per acre for vertically integrated mixed-use projects, subject to City Council discretion.

- Ordinance No. 21-2023 amended zoning regulations to allow Large Scale Commercial/Mixed-Use Buildings, thereby increasing height potential, contingent on a Development Agreement.

- Ordinance No. 14-2024 further clarified permitted ground floor uses qualifying for density bonuses under vertical mixed-use development criteria.

This proposed Development Agreement is the final regulatory step to authorize development consistent with the adopted policies and site-specific entitlements.

Request:

The Applicant, Framework Group, LLC, has submitted a Development Agreement for the redevelopment of the subject property located at 430 Brevard Avenue. The proposed agreement authorizes the construction of a vertically mixed-use building as follows:

- Residential Use – no fewer than 220 upscale rental multi-family (apartment) units

- Commercial/Retail Use – approximately 2,800 square feet of ground floor space for retail, galleries, leasing office and fitness facilities.

- The project includes a building height of a maximum eight (8) stories and a residential density of up to 125 du/ac, consistent with the City's Comprehensive Plan and zoning allowances through a Development Agreement.

- Amenities
    - Clubhouse and leasing office – located on the ground floor along Brevard Avenue. Clubhouse is planned to include a gym, spa, social and seating areas and co-working space. Public access to the gym and spa is provided through a paid membership program.
    - Grand Courtyard – encircled by a loggia with a centrally located swimming pool and sun deck, this outdoor area is located on the ground floor and is for private resident use only.
    - Brevard Terrace – using space created by the building's elevated setback, this outdoor area located on level two will provide semi-private residential patios for units fronting the terrace and serve as a community terrace.

- Community features
    - Covered and enclosed parking
    - Elevator access to all units
    - On-site property management
    - Bike storage
    - Electronic access control and building security
    - Integral trash chutes and compactor for solid waste management

- Apartment Features

- 9-foot ceilings
- 6-foot-tall windows
- French doors on balconies
- Solid surface countertops (quartz or granite)
- Stainless steel, Energy Star rated appliances
- In-unit full size washer and dryers
- LED lighting
- Low flow plumbing fixtures

The following analysis provides for technical detail related to the request and the potential impact to City services.

I. **Staff Analysis**

Pursuant to Policy 1.1.2.6: Mixed Use (MU), a maximum density of up to 125 dwelling units per acre may be approved by City Council by a development agreement after considering the following factors:

- *Economic and social benefits to the City and CRA;*
- *Aesthetic quality and character, architectural design, and physical and visual scale;*
- *Any proposed enhancements that a developer will commit to completing that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements listed in the Land Development Code;*
- *Compatibility and harmony with the special and distinctive character of the Cocoa Village, and waterfront district;*
- *Impact upon public facilities*
- *Adequacy of on-site parking and impact of off-site parking;*
- *Consistency with the CRA Plan and Waterfront Master Plan;*
- *Proven first-hand experience of the developer to successfully complete one or more projects with similar physical and visual scale and design;*
- *Negotiated terms and conditions of the development agreement including a development schedule deemed acceptable by City Council;*
- *Impact on environmental concerns and incorporation of "green" community designs;*
- *Compliance with the applicable land development regulations and comprehensive plan policies;*

- *Economic and social benefits to the City and CRA*

  Staff Finding: The Cocoa Redevelopment Agency (Cocoa CRA) continues to seek major redevelopment opportunities to revitalize the Cocoa Community Redevelopment Area. The Subject Property is identified as a catalyst mixed-use development site on the CRA's long-range land use concept plan. It's also noted as one of two "Medium Priority Projects" (Bank of America Site) as a Catalyst Mixed Use Redevelopment Site. Within the section describing Cocoa Village:

"Significant redevelopment opportunities exist at several sites in the Village, including Bank of America, the former City Hall and Sun Trust Bank sites."

Redevelopment of the subject property will transform a severely underutilized block and create new housing options for residents. At build-out, approximately 350-400 residents are expected. New proposed retail uses will revitalize the Village and increase pedestrian activity along Brevard Avenue. Within the enclosed parking area, twenty-five (25) public parking spaces will be provided and available to all visitors.

In the Economic Impact and TIF Projection Study provided by the applicant team, the project is expected to have an investment totaling over $95 million for the City. Approximately 1,030 jobs are expected to be created for the construction of the redevelopment, and 306 total jobs are expected through the operation of the redevelopment. The applicant team is continuing coordination with City staff on the creation of a tax increment financing (TIF) for the project which will be codified through a separate agreement that will require Council approval.

- *Aesthetic quality and character, architectural design, and physical and visual scale*

  Staff Finding: As shown on the rendered building elevations, the proposed building is designed with materials, color, composition, ornamentation and character that is influenced and compatible with the surrounding area. The overall character is described as historic "mercantile-inspired" with a contemporary and residential flair. At the request of staff, the applicant incorporated additional articulation on the façade including glazing, arched windows and covered porches. The amended architectural elevations better align with the distinctive charm of Cocoa Village. The building's articulation is designed to connect with the surrounding neighborhood and lessen its perceived mass. Its façade features a dynamic rhythm, with the ground floor gently shifting toward and away from the street, while upper levels step back as the building rises. These design elements create a variety of engaging outdoor spaces—both at street level and above—that encourage community interaction and visual interest. The design also incorporates a mural wall which serves as public art.

- *Any proposed enhancements that a developer will commit to completing that will significantly bring the overall quality of the proposed development above and beyond the minimum requirements listed in the Land Development Code;*

  Staff Finding: The proposed development includes several design features that demonstrate a commitment to elevating the quality of the development both for residents and the broader community. Some of the notable enhancements include:
  - Public-facing amenities on the ground floor. The project includes a prominent clubhouse and leasing office located along Brevard Avenue,

aligning with the City's goals for active, street-level uses on key corridors. By situating these resident amenities on the ground floor and designing them to be open and engaging, the development promotes pedestrian activity and contributes to a vibrant, welcoming streetscape. This approach goes beyond typical private lobby spaces by encouraging public interface and neighborhood connectivity.

- Shared access to health and wellness amenities. The Applicant has committed to offering public access to its private gym and spa through a paid membership program. This unique model provides current local residents with access to quality wellness facilities, thereby expanding the project's benefits to the broader neighborhood and supporting inclusive access to healthy lifestyle opportunities.

- Grand Courtyard as a signature outdoor amenity. The development incorporates a Grand Courtyard, a resident-exclusive "outdoor room" located on the ground level. This space is centered around a swimming pool, sun deck, and is framed by a loggia, creating a shaded environment for relaxation and socialization. The quality, design, and functionality of this courtyard significantly exceeds typical outdoor space found in multi-family developments and deliver a premium outdoor experience for residents.

- Elevated Brevard Terrace with multi-level community engagement. Another committed enhancement is the Brevard Terrace, a landscaped community amenity located on the second level, made possible through the building's strategic elevated setback. This terrace includes semi-private patios for adjacent units, as well as a larger communal area with seating, landscaping, and shaded trellis features. This elevated amenity provides a unique communal area that visually and experientially connects residents to the street life below, further enhancing the building's integration with its urban context.

- *Compatibility and harmony with the special and distinctive character of the Cocoa Village, and waterfront district;*

  Staff Finding: Cocoa Village is known for its historic charm, walkable streets and a growing vibrant cultural atmosphere. The Village is characterized by early 1900s-era buildings, many of which feature masonry vernacular styles with brick facades and decorative cornices. There is a mix of boutiques, cafes, restaurants as well as small offices with residential units above. Cocoa Village promotes pedestrian-friendly design with narrow streets and wide sidewalks.

  The proposed redevelopment design aims to reflect and enhance the unique character of Cocoa Village. Drawing inspiration from the Village's historic architecture and pedestrian-oriented scale, the project incorporates traditional materials, articulated façades, and human-scale detailing that echo the

architectural design of nearby old and historic structures. Ground-level commercial spaces with large storefront windows and inviting pedestrian entries contribute to street-level activity, supporting the walkable and vibrant environment that is envisioned for Cocoa Village.

- *Impact on public facilities*

  Staff Finding: The development is strategically located in the city's urban core, promoting sustainable growth patterns and reducing reliance on extended infrastructure networks. Preliminary traffic analysis conducted by Framework indicates that the surrounding road network has sufficient capacity to accommodate the proposed development. Furthermore, the redevelopment is expected to reduce overall vehicular trip generation when compared to the prior use of the site—a drive-through retail bank. This results in a net positive impact on traffic conditions and supports the City's goals of reducing automobile dependence through walkable urban development.

  The City of Cocoa's Utilities and Waste Management departments have verified that there is ample capacity to serve the proposed redevelopment, including water, sewer, and solid waste services. The project's central location enables cost-effective and efficient delivery of utilities, avoiding the need for new infrastructure extensions and reinforcing the sustainability of infill development.

- *Adequacy of on-site parking and impact of off-site parking;*

  Staff Finding: Structured parking will be provided that exceed the LDC's requirements for both residents and visitors. In addition, the development will offer dedicated public parking spaces within a fully enclosed parking garage, ensuring that parking infrastructure is adequate, unobtrusive, and supportive of the downtown environment. The concealed design of the garage minimizes visual impact and preserves the character of the surrounding streetscape.
- *Consistency with the CRA Community Redevelopment Plan and Waterfront Master Plan;*

  Staff Finding: As stated earlier, the Subject Property is identified as a catalyst mixed-use development site on the CRA's redevelopment plan. It's also noted as one of two "Medium Priority Projects" (Bank of America Site) as a Catalyst Mixed Use Redevelopment Site. These areas are identified as being currently underutilized due to outdated land use or building design.

- *Proven first-hand experience of the developer to successfully complete one or more projects with similar physical and visual scale and design;*

  Staff Finding: Information provided by the Applicant explain that Framework Group, LLC is an urban-focused multifamily development, consulting, and construction firm based in Tampa, FL. Founded in 2010, Framework has since

grown to become one of the most active multifamily developers in Florida. Framework's robust pipeline spans the state and includes developments in Cocoa, Cocoa Beach, Daytona Beach, Lakeland, Wildwood, Leesburg, Tampa, Sarasota, Bradenton, Wesley Chapel, Orlando, and Kissimmee. Framework's pipeline of active developments is highlighted by Cirrus, a 280-unit apartment development at the intersection of SR-524 and Industry Road in Cocoa. Cirrus takes the place of a long-vacant retail center, transforming an underdeveloped infill parcel and adding an exciting new housing option to north Cocoa.

- *Negotiated terms and conditions of the development agreement including a development schedule deemed acceptable by City Council;*

  Staff Finding: To ensure timely progress on development, within six (6) months of the effective date of the Development Agreement, the Developer is required to submit all necessary applications, engineering plans, and supporting documentation to the City of Cocoa to obtain final site plan approval, consistent with the approved Conceptual Development Plan.

  The Developer must actively and in good faith pursue this final site plan approval within ten (10) months of the agreement's effective date. Should the Developer fail to obtain final approval within this timeframe, the City reserves the right to declare a default under Section 26.0 of the Agreement. If the default is not cured within the specified cure period, the City may, at its discretion, terminate the agreement without penalty.

  Furthermore, the Developer is required to substantially commence vertical construction on the site within sixteen (16) months of the agreement's effective date. For this schedule, substantial vertical construction is defined as building structural elements rising above foundation level, excluding only foundational work, utility infrastructure, and external improvements such as landscaping or streetscape elements.

- *Impact on environmental concerns and incorporation of "green" community designs;*

  Staff Finding: The project will incorporate an onsite underground stormwater vault, effectively reducing runoff into the surrounding Cocoa Village neighborhood and the Indian River Lagoon. This approach helps protect local waterways and ecosystems from pollution and flooding. Green building certification, through standards such as the National Green Building Standard or Green Globes, will be sought and ensures the integration of energy-efficient and water-conserving features like LED lighting, low-flow fixtures, and native landscaping. Collectively, these measures promote long-term environmental stewardship while fostering a healthier, more sustainable living environment for residents.

- *Compliance with the applicable land development regulations and comprehensive plan policies;*

  Staff Findings: The proposed redevelopment site is one of a few selected parcels that meet the regulations required to seek development approval for the maximum density permitted under the MU FLU category of 125 dwelling units per acre and a maximum building height of eight (8) stories for vertically mixed use development. Waivers from the LDC have been identified by the Applicant and are listed in Section II of the Staff Report.

Appendix A, Zoning, Article XI, Section 22(I): Development of Commercial/Mixed Use-Large building types in this design district shall require a development agreement approved by the City Council after consideration of the following factors: economic and social benefits to the City and Community Redevelopment Agency, aesthetic quality and character, architectural design, physical and visual scale, compatibility with the special and distinctive character of the Cocoa Village, and other similar relevant factors.

Staff Finding: The above-referenced Zoning Code Section permits a Commercial/Mixed Use Large building type on the subject property, subject to and conditioned upon the City Council's approval of a Development Agreement, after consideration of the listed factors. These factors are substantially similar to the factors contained in Policy 1.1.2.6 of the Comprehensive Plan related to authorization of the requested density bonus. Accordingly, staff incorporates by reference the above analysis for Policy 1.1.2.6, which equally satisfies the analysis necessary for the Commercial Mixed/Use Large building type under Appendix A, Zoning, Article XI, Section 22(I) (with up to eight stories in height).

II. WAIVER REQUESTS

The following waivers are authorized under Section 15-21 of the City's Land Development Code in exchange for public enhancements:

- Requesting overhead encroachment beyond the property line and over the public right-of-way for canopies and balconies by up to 4'-0", while maintaining a minimum of 10'-0" vertical clearance above the sidewalk.

- The typical parking stall size is proposed to be 9'-0" wide x 18'-0" long, which will allow for the maximum number of spaces within the garage. Some deeper parking stalls and bicycle parking spaces will also be provided

BUDGETARY IMPACT:

N/A

RECOMMENDED MOTION:

Staff recommends that City Council APPROVE the proposed Development Agreement with the City of Cocoa for the development of a Large Scale Commercial/Mixed-Use Buildings on certain properties within the Cocoa Waterfront Overlay District.

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Anthony A. Garganese
City Attorney of Cocoa
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

CITY OF COCOA

DEVELOPMENT AGREEMENT FOR 430 BREVARD AVENUE

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this _____ day of _____, 2025, by and between the **CITY OF COCOA**, a Florida Municipal Corporation ("City"), whose address is 65 Stone Street, Cocoa, Florida 32922 and **430 BREVARD, LLC,** a Florida limited liability company ("Developer"), whose address is 1211 N West Shore Boulevard, Suite 801, Tampa, Florida 33607.

WITNESSETH:

WHEREAS, Developer is the owner of certain property with an address of 430 Brevard Avenue, Cocoa, Florida, located at the intersection of Brevard Avenue and Church Street, being more particularly described on **Exhibit "A",** attached hereto and incorporated by this reference, consisting of Tax Parcel ID numbers 24-36-33-39-B-11, 24-36-33-39-B-8, and 24-36-33-39-B-7 (the **"Property"**); and

WHEREAS, after multiple public hearings, the City of Cocoa (hereinafter **"City" or "City of Cocoa"**) adopted Ordinance No. 07-2022, which amended the City's Comprehensive Plan to allow for up to 125 dwelling units per acre on certain very specifically identified properties with a Mixed Use future land use designation and located in the Cocoa Waterfront Overlay District, Cocoa Village Subdistrict, for vertically mixed-use projects, subject to the discretion of the City Council and execution of a Development Agreement after the City Council's consideration of multiple factors as established in Policy 1.1.2.6 of the Future Land Use Element; and

WHEREAS, the Property is one of the very specifically identified properties eligible for the 125 dwelling unit per acre residential density in accordance with Policy 1.1.2.6 of the Future Land Use Element of the City's Comprehensive Plan; and

WHEREAS, also after multiple public hearings, the City adopted via Ordinance No. 21-2023 on October 24, 2023, a zoning text amendment to potentially allow for Large Scale Commercial/Mixed-Use Buildings on the Property, which effectively increased the possible allowed height on the Property, though such maximum height could only be achieved with approval of a Development Agreement with the City of Cocoa, after Cocoa City Council consideration of certain factors; and

WHEREAS, upon the City Council approval of this Agreement, the Developer shall have demonstrated suitability of the Property for the Project, as defined herein, and shall have obtained City Council approval of the Project's conceptual design, which shall include a density of up to 125 dwelling units per acre and a Commercial-Mixed Use Large building type, which may have a maximum height of eight (8) stories; and

WHEREAS, it should also be noted that, after multiple public hearings, the City adopted Ordinance 14-2024 on January 14, 2025, which approved a large scale comprehensive plan text amendment related to the authorized uses permitted on the ground floor of a mixed use building in order to qualify for the density bonuses for vertical mixed use projects as provided in Policy 1.1.2.6 of the Comprehensive Plan, Future Land Use Element, in the Mixed-Use Future Land Use category; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

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

2.0 Authority. This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act and Section 15-21 of the City Code.

3.0 Project Description and Requirements. Developer shall, at its expense, design, permit and construct an approximately 330,000 square-foot mixed-use project with a 140,000 square-foot parking garage, which shall include not less than 220 upscale rental apartments along with ground-level retail and commercial space, including leasing office space, club room, and health and wellness gymnasium facilities that shall be open to the public on a membership basis. Amenities for the project include a swimming pool and courtyard on the ground floor for residents, a second floor amenity deck including a community terrace and outdoor seating, a parking garage for residents and patrons of the commercial and retail spaces, second-story terraces for residents, and additional in unit features including a Green Building certification, elevator access to all units, bike and rentable storage space, electronic unit access and security, and enhanced in unit amenities, as described further in Section 6.0 herein. The Developer shall provide activation of the street frontage and enhancement of pedestrian corridors through the use of various elements such as a pedestrian forecourt aligned with the existing mid-block crossing, subject to design and permitting review and approval. The property will also include the activation of the ground floor spaces along Brevard Avenue by locating public facing uses, including amenities such as the proposed gym and clubhouse, in an orientation that the primary view from the street front is similar to retail view, and shall not consist of a majority of leasing or office space.

It is the intent of the parties that amenities located on the ground floor will be available for memberships by the general public. To the extent the multifamily use on the property permits dogs to live on the premises, the Developer shall provide a minimum of two (2) pet waste stations on each street frontage adjacent to the development. The Developer shall enforce restrictions on breed and size of dogs allowable within the multifamily use, and shall enforce policies with respect to residents' use of leashes and cleaning up of pet waste.

(Hereinafter the project description and requirements are referred to as the **"Project"**).

The Developer shall be specifically required to develop the Project to incorporate all amenities described above and as further required in this Agreement into the final site plan, and such amenities shall be maintained in good and working condition throughout the life of the Project. The Project is generally depicted on the Conceptual Development Plan, which consists of a proposed concept site plan that is attached hereto and fully incorporated by reference herein as **Exhibit "B"** ("Conceptual Development Plan"). The Project shall be constructed in accordance with the requirements set forth in this Agreement.

4.0 Conceptual Development Plan; Density and Building Height. The Project shall be substantially developed in accordance with the Conceptual Development Plan which is attached hereto **Exhibit "B**." The Conceptual Development Plan is intended to be the general blueprint which details key aspects of the future physical development of the Property. The Conceptual Development Plan shall also serve as a necessary guide for future permit applications and permitting necessary to complete the construction of the Project. Developer shall have the obligation to further submit and obtain the City's approval of a final site plan and final engineering plans (**"Final Site Plan"**) consistent with the Conceptual Development Plan in all material respects and in compliance with the City Code. The City and Developer expressly acknowledge and agree that the Conceptual Development Plan attached as **Exhibit B** was prepared prior to application for and submittal of attendant engineering plans, including detailed engineering analysis of required stormwater retention and fire flow for the Project. During the Final Site Plan process, the Project shall be duly engineered and provided to the City for consideration under applicable City Codes, which must be observed and compliance achieved.

While the City recognizes this Conceptual Development Plan may be reasonably modified to accommodate necessary changes associated with final engineering of the Project, any such modification may not include (a) a different use(s) of the Property; (b) an increase in the building height as approved herein; (c) an increase in the density as approved herein; (d) a reduction in the required amenities as provided in Sections 3.0 and 6.0; or (e) a deviation from any condition provided in this Agreement. The Conceptual Development Plan shall be subject to reasonable adjustments at the Final Engineering Plan phase in order to bring the Project into full compliance with the City Code, and as a result, the exact location, layout and dimensions of the building, landscaping, entrances, utilities, parking and other site improvements may vary slightly between Conceptual Development Plan approval and approval of the Final Engineering Plans. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Development Plan.

(A) Building Height. In approving the Conceptual Development Plan attached hereto as **Exhibit B**, the City Council expressly authorizes herein through this Agreement as provided in Appendix A, Zoning, Article XI, Section 22(I), a Large Scale Commercial/Mixed-Use Building to be constructed on the Property, which may be a total of eight (8) stories in height. The City Council has considered the factors described in Section 22(I), including the economic and social benefits to the City and the Agency, aesthetic quality and character, architectural design, physical and visual scale in comparison with the surrounding buildings, and compatibility with the special and distinctive character of the Cocoa Village.

(B) Density. In approving the Conceptual Development Plan attached hereto as **Exhibit B**, the City Council expressly authorizes herein through this Agreement, as provided in Policy 1.1.2.6 of the Future Land Use Element of the City's Comprehensive Plan, a maximum residential density of 125 dwelling units per acre. The City Council has considered the factors described in Policy 1.1.2.6 in approving such density.

Should the City determine that the Conceptual Development Plan cannot be achieved while maintaining compliance with the City Code or Comprehensive Plan during the Final Site Plan process, the City shall have the right to deny Final Site Plan approval and may terminate this Agreement at its discretion. Upon termination, the City shall have revoked any approval of the Conceptual Development Plan. As further described below in Sections 20.0, the City further reserves its right to process any Final Site Plan application in accordance with its police power and regulatory authority, which may result in denial of the application should compliance with the Comprehensive Plan, City Codes, or this Agreement not be achieved. In either the case of termination or denial of Final Site Plan approval, each Party shall bear their own costs and expenses incurred up to such date.

5.0 Building Elevations and Floor Plans. The building and related floor plans shall be constructed substantially in accordance with the building elevations and floor plans depicted and set forth on **Exhibit "C,"** which is attached hereto and incorporated herein by this reference (**"Building Plans"**). Aspects of the building façade depicted may be adjusted during the City's final review and approval procedures to satisfy the requirements of the City Code. These changes shall be allowed as long as the changes are consistent with the development standards noted in this Agreement and preserve the general character of the development shown on the Conceptual Development Plan and in **Exhibit C**.

6.0 Project Enhancements. In accordance with Section 15-21 of the City Code and in consideration of the variances and waivers granted in Section 9.0 below and, further, as a condition of the approval of a Large-Scale Commercial/Mixed-Use Building on the Property, the Developer agrees to incorporate the following development enhancements into the Final Site Plan:

(A) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows and appliances, low-flow water fixtures, and energy efficient HVAC systems. The Project shall be green building certified through a program such as National Green Building Standard or Green Globes.

(B) The Project shall incorporate covered and enclosed parking areas for residents and visitors, on site supporting bike and storage facilities to promote multi-modal activity within the site, and state-of-the-art electronic unit access and building security.

(C) The Project will provide twenty-five (25) public parking spaces available to visitors of Cocoa Village, which shall be in addition to required commercial parking spaces necessary to accommodate the ground-floor commercial businesses and separated by a gate from dedicated resident parking. The public parking spaces shall be provided at no cost to the City or the public and shall be maintained in perpetuity by the Developer.

(D) The Project will include premium features within individual residential units, including full size in-unit washer and dryer facilities, private outdoor space, ungraded finishes including solid surface quartz or granite countertops and upgraded cabinetry, and luxury finishes such as French doors for balcony access and oversized windows located on units.

7.0 **Variances and Waivers.** In accordance with Section 15-21 of the City Code and, in exchange for the significant project enhancements described above in Section 8.0, the City Council hereby approves the following variance and waiver from the City Code:

(A) Signage within the Project shall be permitted in accordance with the schedule of signage allowances under the CBD sign district, as set forth in Section 3-23 of the City Code, except as modified herein. Chapter 3, Article II. The Project shall be permitted to modify signage requirements for the site to allow each retail business to have one attached sign, meeting the size limitations of the CBD district, in addition to the signage permitted for the multifamily residential use. Attached signage for the multifamily residential use shall be permitted on each street frontage for the Property (Brevard, Delannoy and Church), and may be in the form of standard wall signage or blade signage, where the sign projects off the main façade of the building

(B) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The maximum lot coverage of ninety percent (90%) may be increased to ninety-eight percent (98%).

(C) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The maximum building height of the Project shall be 91.5’.

(D) Appendix A Zoning, Article XI, Section 22(I) Cocoa Waterfront Overlay District. The side street setback for the Project shall be permitted to include encroachment within the public right-of-way adjacent to the Project for balconies up to 4’ into the right-of-way, provided that a minimum 10’ of vertical clearance is maintained, The City may permit subsurface encroachment for building footers and foundations, provided that such encroachment does not interfere with City utilities and

improvements, and subject to a right of way use permit being reviewed by the City of Cocoa during final design and engineering, and subject to an agreement between the parties relating to responsibility for repair and maintenance of private improvements.

..

(E) Appendix A Zoning, Article XII, Section 1(c) Off-Street Parking and Loading Regulations. The definition of "off-street" parking shall be relaxed to include rectangular parking areas measuring nine (9) feet by eighteen (18) feet, exclusive of access drives and aisles, for purposes of this Project, rather than ten (10) feet by twenty (20) feet as is typically required.

8.0 Development Schedule. Within eighteen (18) months of the Effective Date of this Agreement, the Developer, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan approval for the Project, consistent with the Conceptual Development Plan. The Developer shall diligently pursue and obtain, in good faith, final approval of the site plan within twenty-four (24) months of the Effective Date of this Agreement. Within three (3) years of the Effective Date of this Agreement, the Developer shall have substantially commenced construction (defined as completing the demolition of existing structures within the Property and commencing construction of foundations, subsurface stormwater retention, and utilities). The City Manager or his designee shall be authorized to permit a one-time extension of the time frames set forth herein for up to twelve (12) months upon good faith request by the Developer, to be requested in writing. If the Developer fails to achieve the time periods set forth herein, the City shall have the right to declare the Developer in default pursuant to Section 26.0 of this Agreement. If the Developer does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty.

9.0 Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon acquisition of the Property by the Developer and the recording of this Agreement in the Public Records of Brevard County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

10.0 Successors and Assigns. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property and shall run with title to the same upon being duly recorded against the Property by the City.

12.0 Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this

Agreement shall be in Brevard County, Florida or, for federal court actions, in the Middle District of Florida, Orlando Division.

13.0 Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Council.

14.0 Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.

15.0 Severability. If any provision of this Agreement shall beheld to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.

16.0 Effective Date. This Agreement shall become effective upon approval by the City Council and execution of this Agreement by both parties hereto.

17.0 Recordation. Upon full execution by the Parties, this Agreement shall be recorded in the Public Records of Brevard County, Florida by the City.

18.0 Relationship of the Parties. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. 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.

19.0 Sovereign Immunity. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00).

20.0 City's Police Power. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.

21.0 Interpretation. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.

22.0 Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.

23.0 Specific Performance. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

24.0 Attorney's Fees. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.

25.0 Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.

26.0 Default. Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement or an action for specific performance and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action, provided that in the event that additional time is requested to allow for cure of a default requiring an extended period of time than the term set forth herein, such additional time shall be permitted upon written confirmation by the parties that such time frame is acceptable. The cure periods set forth herein shall also be subject to time extensions for Force Majeure events under Section 29.0 herein.

27.0 Termination. In addition to those circumstances allowing termination as already expressly provided herein, the City shall have the unconditional right, but not obligation, to terminate this Agreement, with required notice but without penalty, if Developer fails to adhere to the development schedule and deadlines as established in this Agreement. In addition, the City shall have the right, but not obligation, to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 26.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the

public records of Brevard County, Florida. This Agreement may otherwise be terminated by mutual written agreement of the Parties.

28.0 Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its elected officials, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction activities in furtherance of constructing the Project under this Agreement and the operation and maintenance of the Project thereafter. This indemnification shall survive the termination of this Agreement.

29.0 Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to acts of God, acts of government authority (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, pandemics, quarantines and "stay-at- home" orders not including COVID-19 (other than the City's own acts, if the City is claiming the benefit of this Section 32.0), injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions, including hurricanes ("Force Majeure Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Force Majeure Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party. The City Manager shall have the authority to grant an extended Time Period. An extension of any Time Period for reasons of a Force Majeure Event shall be requested solely as provided in this Section. Developer hereby waives and relinquishes the right to notify the City of the intent to exercise the tolling and extension of any permit related to the Project, including any Time Periods under this Agreement, development orders, and building permits, available under Section 252.363, Florida Statutes, as the result of a declaration of a state of emergency issued by the Governor for a natural emergency.

30.0 Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

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

With additional notice to:

Anthony A. Garganese, City Attorney
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802-2873

For Developer:

430 BREVARD, LLC
Attn: Nick Herring
Executive Vice President
1211 N. Westshore Blvd. Ste. 802
Tampa, FL 33607

With additional notice to:

Cobb Cole Law Firm
Attn: Jessica Gow, Esq.
One Daytona Blvd, Ste. 600
Daytona Beach, FL 32129

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

31.0 Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, as demonstrated by issuance of a certificate of occupancy for the structure, Developer shall not assign this Agreement without the prior written consent of the City. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders, and notwithstanding anything to the contrary in this Agreement, the transfer to a project lender (including by way of a foreclosure sale or deed in lieu of foreclosure), as well as any subsequent conveyance by any such project lender, shall not require the prior written consent of the City provided, that the assignee gives written notice to the City of such assignment, which notice shall include a written assumption by the assignee that assignee acknowledges in writing to the City that such assignee will construct the Project (or cause the Project to be constructed) in a manner that complies with all applicable Legal Requirements, including this Agreement. For purposes herein, a "project lender" is a commercial bank, savings bank, savings and loan association, credit union, or other financial institution that has loaned funds to Developer to be used for construction of the Project and has secured such loan with a mortgage or security interest in the Project. Any assignment authorized by this subparagraph and requiring approval by the City shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the

Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY

ATTEST:

By: _____
Monica Arsenault, City Clerk

By: _____
Anthony A. Garganese, City Attorney

CITY SEAL

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2025, by Stockton Whitten, the City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

430 BREVARD, LLC

_____

Print name and title: _____

Date: _____

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

_____
Signature of Witness

_____
Printed Name of Witness

_____
Address of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2025, by_____, the _____of _____**,** a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

JOINDER AND CONSENT

For and in consideration of the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 21st CENTURY OF FLORIDA, LLC, as holder of that certain Mortgage, Security Agreement and Assignment of Leases, Rents and Profits, which is recorded in Official Records Book 9862, Page 2789, of the Public Records of Brevard County, Florida, (the "Mortgage") and that certain UCC Financing Statement, which is recorded in Official Records Book 9862, Page 2807, of the Public Records of Brevard County, Florida, hereby joins in and consents to the foregoing Development Agreement by and between the City of Cocoa, a Florida municipal corporation, and 430 Brevard, LLC, a Florida limited liability company, and further acknowledges and agrees that its Mortgage and UCC Financing Statement shall be subordinated to such Development Agreement and the obligations contained therein.

Dated this _____ day of _____, 2025.

Signed and sealed in the presence of:

21st CENTURY OF FLORIDA, LLC

_____

_____
Print Name: _____

Print name and title:_____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2025, by _____ who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

_____
(Notary Public Signature)

_____
(Print Name)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: ___

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of BREVARD, State of Florida, and described as follows:

Parcel A:

Lots 7 and 9, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

Parcel B:

Lots 11, 12, 13, 14, 15 and 16, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida. LESS AND EXCEPT the North 15 feet of Lot 11 AND ALSO the North 15 feet of Lot 12, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida; the land herein described having a frontage of fifteen (15) feet on Brevard Avenue and fifteen (15) feet on Delannoy Avenue and extending from Brevard Avenue to Delannoy Avenue.

AND

A part of Lots 18 and 20, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida, which is described as follows: BEGIN at the Northwest corner of Lot Eighteen (18) of the subdivision aforesaid and run South on the West line of said Block, the East line of Brevard Avenue, a distance of 106.69 feet to the Southwest corner of Block B; thence run East on the South line of said Block B, a distance of 80 feet; thence run Northerly across Lots Twenty (20) and Eighteen (18) to a point on the North line of Lot Eighteen (18), which is 100 feet East from the West line of said Block; and thence run West on the North line of said Lot Eighteen (18), a distance of 100 feet to the Northwest corner of said Block, the point of BEGINNING.

AND

All of Lots 17 and 19 and portions of Lots 18 and 20, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida, described as follows: BEGIN at the Northeast corner of Lot Seventeen (17) and thence run West on the North line of Lots Seventeen (17) and Eighteen (18) to a point which is 100 feet East from the Northwest corner of Lot Eighteen (18); thence run Southerly across Lots Eighteen (18) and Twenty (20) to a point on the South line of Block B, which is Eighty (80) feet East from the Southwest corner of said Block; and thence run East on the South line of Lots Noneteen (19) and Twenty (20) in Block B to the Southeast corner of Block B; thence North on the West line of said Block B, a distance of One Hundred Seven and Fourteen Hundredths (107.14) feet to the Northeast corner of Lot Seventeen (17), the point of BEGINNING.

Parcel C:

All of Lots 8 and 10 and the North 15 feet of Lots 11 and 12, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT C
BUILDING PLANS

FRAMEWORK GROUP

430 BREVARD MIXED USE REDEVELOPMENT APPLICATION
COVER LETTER

January 13, 2025



DEVELOPMENT OVERVIEW

Framework Group, LLC is proposing a seven-story mixed-use redevelopment of 430 Brevard Avenue in Cocoa Village ("430 Brevard") consisting of no fewer than 220 upscale rental apartments and ground-level retail and commercial space. This redevelopment will contribute greatly to the vibrancy of Cocoa Village while responding specifically to Section 22 of the City of Cocoa's of the Land Development Code.

Economic and Social Benefits to the City and Community Redevelopment Agency

The 430 Brevard redevelopment will:

- Attract approximately 350-400 full-time residents to the heart of Cocoa Village
- Boost local businesses and community engagement
- Eliminate blight by transforming a vacant and severely underutilized block
- Increase public safety
- Create new and unique rental housing options
- Connect two key stretches of retail, commercial, and restaurants along Brevard Avenue

- Re-establish an interesting and pedestrian-friendly experience with generous sidewalks, shade from awnings and street trees, and a mix of street-level uses
- Provide twenty-five (25) public parking spaces available to visitors of Cocoa Village, separated by a gate from dedicated resident parking
- Provide ample parking for residents and guests, in excess of what is required by the local zoning code
- Represent investment totaling over $95 million, estimated to generate substantial economic activity including (refer to attached Economic Impact and TIF Projection Study by Raftelis, dated July 7, 2022):
    - Creating 1,030 total jobs providing $45 million in wages and salaries through construction of the redevelopment,
    - $35 million in gross economic output per year, creating 306 total jobs through the operation of the redevelopment, and
    - $4 million to $6 million in annual spending in Cocoa Village and throughout the City of Cocoa by new, full-time residents of the redevelopment.

Aesthetic Quality, Character, Architectural Design, Physical and Visual Scale, and Compatibility with Cocoa Village

The 430 Brevard redevelopment architecture draws on historical influences of nearby buildings, seeking compatibility and harmony with its surroundings in terms of materials, color, composition, ornamentation, and character. This is accomplished by way of a many architectural details, with highlights including the use of varying brick patterns and colors, generous window openings, urban awnings, storefronts, and stoops. The overall character that can be described as historic mercantile-inspired, typical of existing buildings within Cocoa Village, and with a contemporary and residential flair. The building's articulation serves to engage its neighborhood and counteract its massing. There is movement across the building's elevation, both at the ground floor as the building undulates toward and away from the street, and above, as the building steps back as it rises. This creates interesting outdoor spaces, both elevated and at the street level, that enable community engagement. The building's articulation also offers relief at the ground-level, allowing sunlight to reach the street and avoiding the imposition of a solid street wall. The result is a visual scale and street-level experience that is in harmony with other areas of Cocoa Village, but also allows for the urban density envisioned by the Comprehensive Plan.



DEVELOPMENT HIGHLIGHTS

430 Brevard's amenities elevate the property while providing meaningful places for resident relaxation, socializing, and programming. The following amenities are currently planned for the building:

- Clubhouse & Leasing Office – 430 Brevard's apartment clubhouse and leasing office will be located on the ground floor along Brevard Avenue, offering active and public-facing uses suitable for this bustling main street. The clubhouse will provide residents with an array of amenities, to include a gym, spa, social and seating areas, and coworking space. Access to 430 Brevard's gym and spa will be made available to the public through a paid membership program.
- Grand Courtyard - The resident-only Grand Courtyard is located on the ground level with pedestrian access from both from Brevard Avenue and the building interior. This celebrated "outdoor room" is encircled by a loggia with a centrally located swimming pool and sun deck.
- Brevard Terrace - The Brevard Terrace is an outdoor space located on level two of the west side of the building, in a space created by the building's elevated setback. This terrace will provide semi-private residential patios for units fronting the terrace as well as an expansive community terrace with landscaping, outdoor seating, and shade trellis features. The Brevard terrace is an intimate perch that will allow residents to be connected to the street life below.

FRAMEWORK GROUP

The 430 Brevard redevelopment will deliver market-leading quality in new housing to Cocoa Village. Additional features include:

COMMUNITY FEATURES

- Covered and enclosed parking garage
- Enclosed and conditioned corridors
- Elevator access to all units
- Green building certification
- On-site property management
    - Management, maintenance, and leasing professionals on-site during normal business hours
    - 24-hour emergency maintenance service
- Bike storage
- Rentable storage
- Electronic access control and building security
- Integral trash chutes and compactor for solid waste management

APARTMENT FEATURES

- 9'+ ceilings
- 6' tall windows
- Full glass French doors on balconies
- Luxury vinyl flooring
- Solid surface countertops (quartz or granite)
- Professionally designed interiors and common spaces
- Stainless steel, Energy Star rated appliances
- In-unit full-size washer and dryers
- Private outdoor spaces
- Upgraded cabinetry with 42" upper cabinets, pantry cabinets, and features such as glass fronts and open shelving
- Walk-in closets
- LED lighting
- Low flow plumbing fixtures

RESILIENT DESIGN & DEVELOPMENT

The 430 Brevard development is responsive to the Coastal Management Element of the City of Cocoa Comprehensive Plan, which calls for efficient and climate resilient development practices. Details are as follows:

- Stormwater - The redevelopment will include onsite stormwater storage through an underground vault that will detain all or the majority of rainfall on the property, reducing stormwater runoff to the Cocoa Village neighborhood and the Indian River Lagoon.
- Location Selection - The 430 Brevard redevelopment site is located in FEMA Flood Zone X and Brevard County Hurricane Evacuation Zone C. Regarding hurricane evacuation, Brevard County's guidelines call for residents to "travel tens of miles, not hundreds of miles, and shelter locally." 430 Brevard is located within 750' of westbound SR 520, which will allow

residents to evacuate inland quickly and efficiently to a number of hotel options available within 5 miles or 10-15 minutes, or additional shelter options and evacuation routes offered by way of I-95. Therefore, locating high-density housing at the 430 Brevard redevelopment site represents good climate resilient development practice.

- Green Building Certification - 430 Brevard will be green building certified through a program such as the National Green Building Standard or Green Globes. Green building features will include LED lighting, low flow plumbing fixtures, and native Florida landscaping, among others.

SUPPORTIVE INFRASTRUCTURE

Construction of a high-density residential redevelopment within the City's urban core provides for efficient and economical use of the City's resources and infrastructure. In proximity to extensive employment and recreational offerings, 430 Brevard's residents will be able reduce their automobile dependence and live a walkable and sustainable lifestyle.

430 Brevard will be supported by the City of Cocoa's existing infrastructure as follows:

- Traffic - Based on Framework's preliminary traffic investigation, the surrounding roads have sufficient capacity. 430 Brevard's proposed mix of uses will represent a reduction in anticipated trip generation in comparison to the pre-existing property use as a drive-through retail bank.
- Parking - The redevelopment will provide ample parking for the development and its guests in excess of what is required by the local zoning code, as well as dedicated public parking, in a fully-enclosed structured parking garage not visible from the street.
- Utilities - City of Cocoa Utilities and Waste Management have confirmed ample water, sewer, and solid waste capacity to serve the redevelopment and its location downtown provides for efficient and effective provision of these services.
- Parks & Recreation - Residents will have access to the City of Cocoa parks in the area, including the Cocoa Riverfront Park with its amphitheater and recreational areas along the Indian River Lagoon.
- Schools - The redevelopment will be reviewed for school concurrency by Brevard Public Schools as required.

FRAMEWORK GROUP

LOCAL SUPPORT

Since the start of planning of this redevelopment in 2021, Framework has met various with stakeholders, organizations, and businesses from Cocoa Village, and preliminary feedback has largely been positive. This includes a widely advertised Neighborhood Meeting hosted by Framework in 2022 at the City of Cocoa Civic Center. Invitations for the Neighborhood Meeting were mailed to residents and property owners within a 200 ft. radius of the redevelopment site, sent via email to known local organizations and stakeholders, shared over social media, and an electronic article announcing the meeting was published by FloridaToday.com. In total, approximately 56 members of the community were in attendance.

Constructive comments were received by residents, largely related to parking in the downtown area as a whole. In response, and in light of Framework's incentive request, public parking is proposed as a part of 430 Brevard's redevelopment program as detailed in the Incentives and Community Contribution section of this letter.

VARIANCES AND WAIVERS

As detailed in the enclosed Development Agreement Application, the following variances will be sought for the redevelopment of 430 Brevard (subject to change).

We are requesting overhead encroachment beyond the property line and over the public right-of-way for canopies and balconies by up to 4'-0", while maintaining a minimum of 10'-0" vertical clearance above the sidewalk. Similarly, we are requesting subsurface encroachment beyond the property line and under the public right-of-way to accommodate building foundations.

The typical parking stall size is proposed to be 9'-0" wide x 18'-0" long, which will allow for the maximum number of spaces within the garage. Some deeper parking stalls and bicycle parking spaces will also be provided.

INCENTIVES & COMMUNITY CONTRIBUTION

Based on Framework's experience developing multifamily projects throughout Florida as well as our market and financial analysis to date, we have concluded that financial assistance is required in order for 430 Brevard to be financeable and economically viable as currently proposed. This is not unusual in similar downtown markets where land and construction costs are elevated, but higher residential

rents needed to substantiate those costs have not yet been proven. Often, a few developments in a burgeoning downtown need to receive short-term assistance in order to gain an initial foothold, then they become reliable and stable long-term producers of jobs, have a ripple economic impact on the surrounding businesses, and bring additional life and energy to the urban core.

Further, unprecedented economic conditions in recent years have triggered a tremendous escalation in construction cost as well as volatility in labor and material availability. Insurance premium, investor expectations of returns, and construction loan interest rates have skyrocketed in recent years, multiplying costs of these items 3-4x for any new development.

Therefore, with this Development Agreement Application, Framework requests that the City of Cocoa and the Cocoa Community Redevelopment Agency (CRA) provide the redevelopment with tax increment financing (TIF) and impact fee credit incentives. A request was made by Framework to the CRA during a meeting held July 5, 2022 for a partial rebate of City-controlled ad valorem taxes for a period of 10 years. Financial challenges to the development process have unfortunately not improved since that meeting, and new, extremely burdensome factors have emerged, including sharply rising insurance expense and cost of capital. As a result, Framework requests the TIF and impact fee credit incentives detailed below in order to make the proposed 430 Brevard Avenue redevelopment possible as currently envisioned. **As a contribution to the CRA and Cocoa Village neighborhood, Framework will fund and construct twenty-five (25) structured parking spaces that will be offered as public parking.**

INCENTIVE REQUEST

City/CRA TIF Incentive	95% rebate over 10 years, not to exceed $9.5m total rebate
City/CRA Impact Fee Credits	Credit of water and sewer impact fees

ABOUT THE DEVELOPER

Framework Group, LLC is an urban-focused multifamily development, consulting, and construction firm based in Tampa, FL. Founded in 2010, Framework has since grown to become one of the most active multifamily developers in Florida. Framework's robust pipeline spans the state and includes developments in Cocoa, Cocoa Beach, Daytona Beach, Lakeland, Wildwood, Leesburg, Tampa, Sarasota, Bradenton, Wesley Chapel, Orlando, and Kissimmee. Framework's pipeline of active developments is highlighted by Cirrus, a 280-unit apartment development at the intersection of SR-524 and Industry Road in Cocoa. Cirrus takes the place of a long-vacant retail center, transforming an underdeveloped infill parcel and adding an exciting new housing option to north Cocoa.

FRAMEWORK GROUP

Framework aims to create multifamily communities that exemplify outstanding urban infill development, acute attention to detail, and excellence in design. The results are developments that lead their local markets in terms of quality, impact, and community benefit. For more information and to view Framework's entire portfolio, please visit www.frameworkgroup.net.

We appreciate your consideration of this application and look forward to discussing further.

Sincerely,



Nick Herring
Executive Vice President
Framework Group, LLC

Development Agreement Application

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

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

For Office Use Only - Date Received
Note: Applications received after 3:00 pm will be date stamped the next day.

This form is divided into steps, which will help you prepare your application and provide supplemental items. A pre-application meeting with Staff is **required**.

Please TYPE or PRINT this application legibly.

1. **Project Name:** 430 Brevard Mixed Use Development

2. **Applicant Information:**

Company (if applicable): 430 Brevard, LLC

Name: Nick Herring

Mailing Address: 1211 N. Westshore Blvd. #802

City: Tampa State: FL Zip Code: 33607

Phone #: 813-244-3865 Fax #: N/A

Mobile #: N/A E-mail: nherring@frameworkgroupllc.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: _____

Engineer/Architect/Planner: ** Check here if same as Applicant* → ☐

Company (if applicable): Torti Gallas + Partners

Name: Micheal Rollison

Mailing Address: Grimke School, 1923 Vermont Ave NW, 2nd Floor

City: Washington State: DC Zip Code: 20001

Phone #: 240-645-1246 Fax #: N/A

Mobile #: 813-435-0214 E-mail: mrollison@tortigallas.com

4. Attorney:

Company (if applicable): Smith & Associates

Name: Geoff Smith

Mailing Address: 709 S. Harbor City Blvd., Suite 540

City: Melbourne State: FL Zip Code: 32901

Phone #: 321-676-5555 Fax #: 321-676-5558

Mobile #: 850-559-5937 E-mail: geoff@smithlawtlh.com

5. Property Information:

Street Address and Location:

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

2 4 - 3 6 - 3 3 - 3 9 - 0 0 0 0 B . 0 - 0 0 1 1 . 0 0

2 4 - 3 6 - 3 3 - 3 9 - 0 0 0 0 B . 0 - 0 0 0 8 . 0 0

Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2 4 2 6 0 7 4 2 4 2 6 0 7 2

Land Area: 85,341 square feet or 1.95 acres

Future Land Use *(to be completed by City)*:

Zoning District *(to be completed by City)*:

Existing Use(s) on Property: Commercial/Mixed Use

Proposed Use(s) on Property: Commercial/Mixed Use

6. Economic Impact: (for economic development information purposes only)

Estimated Total Value of Project: $ 90,000,000 Estimated Number of Construction Jobs: 536

Estimated Number of Employees: 30 Estimated Completion Date: Q4 2026

7. **Please submit the following items:**

a. ☑ **Notarized application.**

b. ☑ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☐ **Applications Fee.** The fee is $____ plus Advertisement fees. Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department.

d. ☑ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

f. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☑ **Legal description.** Submit an electronic copy of the legal description in MS Word format.

h. ☑ ***Boundary survey***. Provide a current boundary survey.

i. ☑ **Conceptual site plan data table.** See details listed below.

j. ☑ **Conceptual site plan.** Submit 2 paper copies (minimum 11"x17") and 1 electronic file in pdf format of a plan drawn to scale, using the land survey as a base and showing the required site plan elements listed below.

k. ☑ **Architectural renderings and elevations.** Submit 2 paper copies (minimum 11"x17") and 1 electronic file in pdf format of architectural renderings and building elevations of all buildings included in the project. These must match the building(s) depicted in the conceptual site plan.

l. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, etc.

Conceptual Site Plan Data Table: (list or table/chart format):

- ☑ Tabulation of gross acreage and square footage
- ☑ Tabulation of density (*City of Cocoa Comprehensive Plan, Chapter 1 Future Land Use Element*)
- ☑ Number of dwelling units / hotel rooms proposed
- ☑ Floor area of all uses by type of use
- ☑ Area and percentage of lot covered by structures
- ☑ Gross floor area (area of lot covered by structure times number of floors)
- ☑ Floor area ratio (total floor area in square feet divided by gross acre of lot in square feet) (*Appendix A, Art. V Definitions*)
- ☑ Height of structures and number of floors, including parking garages (*Appendix A, Art. XI, Zoning District Regulations*)
- ☑ Number of required and proposed parking spaces with formulas and calculations (*Appendix A, Art. XII Off-Street Parking*)
- ☑ Impervious surface area (*City of Cocoa Comprehensive Plan, Chapter 1, Figure FLU-1*)
- ☑ Location and acreage of open space and recreational areas
- ☑ If the project is divided into phases, provide a Site Plan Data Table for the entire project and for each individual phase

Conceptual Site Plan Elements Checklist:

- ☑ Property and right of way lines
- ☑ Depiction of abutting aprons
- ☑ Existing and proposed easements
- ☑ Right-of-way improvements
- ☑ Open water bodies (lakes, rivers, ponds, canals, etc.)
- ☑ Jurisdictional wetlands boundary as determined by the St. Johns River Water Management District
- ☑ Uplands buffer from wetlands (*City of Cocoa Comprehensive Plan, Chapter 6 Conservation Element, Policy 6.4.16(E)*)
- ☑ On and off-site sidewalks (*Chapter 18, Art. III and Appendix A, Art. XII, Sec. 3*)
- ☑ Trash receptacles/dumpsters and enclosures (*Chapter 9, Art. II, Division 3, Sec. 9-29*)
- ☑ All structures and major features fully labeled and dimensioned including (*Depends on Zoning District from Appendix A, Art. XI, Sections 1 thru 20*):
  - i. Setbacks
  - ii. Distances between structures
- ☑ Proposed parking and circulation plan including (*Appendix A, Art. XII, Sec. 3*):
  - i. Width of driveways and access aisles
  - ii. Parking spaces, including dimensions
  - iii. Existing and proposed points of ingress to and egress from the site
  - iv. Handicap accessible parking spaces and required access aisles
- ☑ Location and dimension of all landscape buffers

Signatures and Notarization.

STATE OF Florida COUNTY OF Hillsborough. I, Phillip A. Smith 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 legal advertising of a public hearing.

(APPLICANT SIGNATURE)

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

Personally Known ☑ OR Produced Identification ☐

Notary Public State of Florida
Julia M Conway
My Commission HH 458989
Expires 10/26/2027

Type of I.D. Produced _____

Julia M Conway
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 13 day of January, 20 25

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Robert W. Bowser, Esq.
AKERMAN LLP
420 S. Orange Avenue, Ste. 1200
Orlando, FL 32801
(407) 423-4000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this 11th day of August, 2023, by **ALLERAND COCOA, LLC, a Delaware limited liability company**, whose mailing address is: 675 W. Indiantown Road, Ste. 103, Jupiter, Florida 33458 (hereinafter referred to as the "Grantor"), to **430 BREVARD, LLC, a Florida limited liability company**, whose mailing address is: 1211 N. Westshore Blvd, Ste. 802, Tampa, Florida 33607 (hereinafter referred to as the "Grantee"):

(wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release and convey and confirm unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brevard, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.
(hereinafter referred to as the "Property")

TOGETHER with all of the Grantor's interest in and to all improvements, licenses, development rights, approvals, easements, tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Property, including without limitation on the foregoing, all right, title and interest of Grantor in and to any land lying in the bed of any dedicated street, alley, road or avenue (before or after vacation thereof, and whether previously or hereafter abandoned or vacated) in front of or adjoining the Property to the centerline thereof.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby warrant the title to the Property subject to (1) comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (2) easements, covenants, restrictions and matters of record provided, however that the foregoing reference shall not operate to rei-impose same; and (3) real estate taxes accruing subsequent to December 31, 2022 and will defend the same against the lawful claims of all persons claiming through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Signature of Witness 1

Michelle Pirot
Print or type name of Witness 1

Signature of Witness 2

Maria Diaz
Print or type name of Witness 2

GRANTOR:

ALLERAND COCOA, LLC,
a Delaware limited liability company

By: _____
Richard J. Sabella
Authorized Signatory

STATE OF Florida)
) ss:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of August, 2023 by **Richard J. Sabella, as an Authorized Signatory for ALLERAND COCOA, LLC, a Florida limited liability company**, on behalf of the limited liability company, who is ☐ personally known to me or ☒ produced United States Passport for identification.

Notary: _____
(Signature of person taking acknowledgment)
Print Name: Kelin Escobar
Notary Public, State of Florida
My commission expires: HH383725

[NOTARIAL SEAL]

KELIN ESCOBAR
Notary Public
State of Florida
Comm# HH383725
Expires 4/6/2027

EXHIBIT "A"

Legal Description

The land referred to herein below is situated in the County of Brevard, State of Florida, and described as follows:

Parcel A:

Lots 7 and 9, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

Parcel B:

Lots 11, 12, 13, 14, 15 and 16, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

LESS AND EXCEPT the North 15 feet of Lot 11 AND ALSO the North 15 feet of Lot 12, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida; the land herein described having a frontage of fifteen (15) feet on Brevard Avenue and fifteen (15) feet on Delannoy Avenue and extending from Brevard Avenue to Delannoy Avenue.

AND

A part of Lots 18 and 20, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida, which is described as follows: BEGIN at the Northwest corner of Lot Eighteen (18) of the subdivision aforesaid and run South on the West line of said Block, the East line of Brevard Avenue, a distance of 106.69 feet to the Southwest corner of Block B; thence run East on the South line of said Block B, a distance of 80 feet; thence run Northerly across Lots Twenty (20) and Eighteen (18) to a point on the North line of Lot Eighteen (18), which is 100 feet East from the West line of said Block; and thence run West on the North line of said Lot Eighteen (18), a distance of 100 feet to the Northwest corner of said Block, the point of BEGINNING.

AND

All of Lots 17 and 19 and portions of Lots 18 and 20, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida, described as follows: BEGIN at the Northeast corner of Lot Seventeen (17) and thence run West on the North line of Lots Seventeen (17) and Eighteen (18) to a point which is 100 feet East from the Northwest corner of Lot Eighteen (18); thence run Southerly across Lots Eighteen (18) and Twenty (20) to a point on the South line of Block B, which is Eighty (80) feet East from the Southwest corner of said Block; and thence run East on the South line of Lots Nineteen (19) and Twenty (20) in Block B to the Southeast corner of Block B; thence North on the West line of said Block B, a distance of One Hundred Seven and Fourteen Hundredths (107.14) feet to the Northeast corner of Lot Seventeen (17), the point of BEGINNING.

Parcel C:

All of Lots 8 and 10 and the North 15 feet of Lots 11 and 12, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

Electronic Articles of Organization
For
Florida Limited Liability Company

L23000335125
FILED 8:00 AM
July 14, 2023
Sec. Of State
klovelace

Article I

The name of the Limited Liability Company is:

430 BREVARD, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1211 N WEST SHORE BOULEVARD
SUITE 801
TAMPA, FL. 33607

The mailing address of the Limited Liability Company is:

1211 N WEST SHORE BOULEVARD
SUITE 801
TAMPA, FL. 33607

Article III

The name and Florida street address of the registered agent is:

DANIEL L VIETTO
1211 N WEST SHORE BOULEVARD
SUITE 801
TAMPA, FL. 33607

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: DANIEL L. VIETTO

L23000335125
FILED 8:00 AM
July 14, 2023
Sec. Of State
klovelace

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
BG FRAMEWORK, LLC
1211 N. WESTSHORE BOULEVARD
TAMPA, FL. 33607 UN

Article V

The effective date for this Limited Liability Company shall be:

07/14/2023

Signature of member or an authorized representative

Electronic Signature: DANIEL L. VIETTO

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of BREVARD, State of Florida, and described as follows:

Parcel A:

Lots 7 and 9, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

Parcel B:

Lots 11, 12, 13, 14, 15 and 16, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida. LESS AND EXCEPT the North 15 feet of Lot 11 AND ALSO the North 15 feet of Lot 12, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida; the land herein described having a frontage of fifteen (15) feet on Brevard Avenue and fifteen (15) feet on Delannoy Avenue and extending from Brevard Avenue to Delannoy Avenue.

AND

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AND

All of Lots 17 and 19 and portions of Lots 18 and 20, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida, described as follows: BEGIN at the Northeast corner of Lot Seventeen (17) and thence run West on the North line of Lots Seventeen (17) and Eighteen (18) to a point which is 100 feet East from the Northwest corner of Lot Eighteen (18); thence run Southerly across Lots Eighteen (18) and Twenty (20) to a point on the South line of Block B, which is Eighty (80) feet East from the Southwest corner of said Block; and thence run East on the South line of Lots Noneteen (19) and Twenty (20) in Block B to the Southeast corner of Block B; thence North on the West line of said Block B, a distance of One Hundred Seven and Fourteen Hundredths (107.14) feet to the Northeast corner of Lot Seventeen (17), the point of BEGINNING.

Parcel C:

All of Lots 8 and 10 and the North 15 feet of Lots 11 and 12, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

430 BREVARD AVENUE
CONCEPTUAL SITE PLAN DATA TABLE

GROSS ACREAGE	**1.95**
GROSS SQUARE FOOTAGE	**85,231**
DENSITY CALCULATIONS	
NUMBER OF DWELLING UNITS	220-241
DWELLING UNIT PER ACRE	113-124
GROSS FLOOR AREA	333,725
FLOOR AREA RATIO*	0.35
FLOOR AREA BY AREA TYPE	
RESIDENTIAL UNITS	304,200
RESIDENTIAL AMENITY	21,685
SUPPORT SPACE	5,040
RETAIL	2,800
TOTAL GROSS FLOOR AREA	**333,725**
TOTAL FLOOR AREA - PARKING GARAGE	**141,300**
HEIGHT OF STRUCTURES	**MAX 91'-2"**
*CALCULATED AS MEASUREMENT FROM AVERAGE GRADE TO PARAPET	
NUMBER OF FLOORS BY AREA TYPE	
RESIDENTIAL	7
GARAGE	6
REQUIRED PARKING SPACES	
RESIDENTIAL (1 SPACE/DU + 10% GUEST)	242-266
RETAIL (1:600 SQFT)	5
TOTAL REQUIRED PARKING SPACES	**247-271**
PROPOSED PARKING SPACES	**487**
IMPERVIOUS SURFACE AREA	**98%**
LOCATION OF OPEN AND RECREATIONAL SPACES	
COURTYARD/BREEZEWAY/POOL	11,747
LEASING & AMENITIES	16,790
BREVARD AVE TERRACE	3,645
DELANNOY ROOF TERRACE	1,250
TOTAL SQUARE FOOTAGE	**33,432**

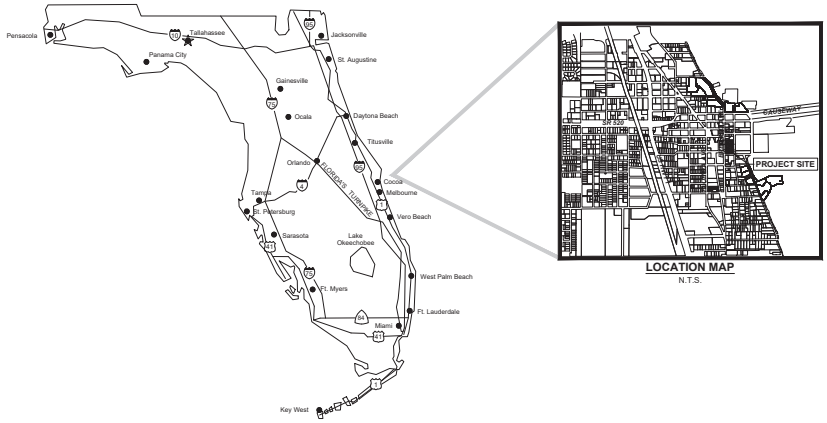
*FAR calculation excludes residential square footage per Policy 1.1.2.6: Mixed Use (MU) of the Future Land Use Element, Standard for Future Land Use Categories, City of Cocoa Ordinance No. 07-2022.

430 BREVARD AVENUE

J

CONCEPTUAL MIXED USE SITE PLAN PACKAGE
SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST
COCOA, BREVARD COUNTY, FLORIDA

SHEET INDEX		
SHEET #	DRAWING #	SHEET TITLE
1	11636_400_001	COVER SHEET
2	11636_400_002	SYMBOLS AND ABBREVIATIONS
3	11636_400_003	EXISTING CONDITIONS AND DEMOLITION PLAN
4	11636_400_004	STORM WATER POLLUTION PREVENTION PLAN
5	11636_400_005	SITE PLAN
6	11636_400_006	SITE PLAN WITH AERIAL
7	11636_400_007	UTILITY PLAN
8	11636_400_008	PAVING, GRADING, AND DRAINAGE PLAN
SURVEY		
--	BY OTHERS	ALTA SURVEY (BY OTHERS)



LOCATION MAP
N.T.S.

LEGAL DESCRIPTION

PARCEL A:
LOTS 7 AND 9, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL B:
LOTS 11, 12, 13, 14, 15, AND 16, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT THE NORTH 15 FEET OF LOT 11 AND ALSO THE NORTH 15 FEET OF LOT 12, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THE LAND HEREIN DESCRIBED HAVING A FRONTAGE OF FIFTEEN (15) FEET ON BREVARD AVENUE AND FIFTEEN (15) FEET ON DELANNOY AVENUE, AND EXTENDING FROM BREVARD AVENUE TO DELANNOY AVENUE.

AND

A PART OF LOTS 18 AND 20, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH IS DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT EIGHTEEN (18) OF THE SUBDIVISION AFORESAID AND RUN SOUTH ON THE WEST LINE OF SAID BLOCK, THE EAST LINE OF BREVARD AVENUE, A DISTANCE OF 106.69 FEET TO THE SOUTHWEST CORNER OF BLOCK B, THENCE RUN EAST ON THE SOUTH LINE OF SAID BLOCK B, A DISTANCE OF (80) FEET, THENCE RUN NORTHERLY ACROSS LOTS TWENTY (20) AND EIGHTEEN (18) TO A POINT ON THE NORTH LINE OF LOT EIGHTEEN (18), WHICH IS 100 FEET EAST FROM THE WEST LINE OF SAID BLOCK, AND THENCE RUN WEST ON THE NORTH LINE OF SAID LOT EIGHTEEN, A DISTANCE OF 100 FEET TO THE NORTHWEST CORNER OF SAID BLOCK, THE POINT OF BEGINNING.

AND

ALL OF LOTS 17 AND 19 AND PORTIONS OF LOTS 18 AND 20, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT SEVENTEEN (17) AND THENCE RUN WEST ON THE NORTH LINE OF LOTS SEVENTEEN (17) AND EIGHTEEN (18) TO A POINT WHICH IS 100 FEET EAST FROM THE NORTHWEST CORNER OF LOT EIGHTEEN (18); THENCE RUN SOUTHERLY ACROSS LOTS EIGHTEEN (18) AND TWENTY (20) TO A POINT ON THE SOUTH LINE OF BLOCK B, WHICH IS EIGHTY (80) FEET EAST FROM THE SOUTHWEST CORNER OF SAID BLOCK; AND THENCE RUN EAST ON THE SOUTH LINE OF LOTS NINETEEN (19) AND TWENTY (20) IN BLOCK B TO THE SOUTHEAST CORNER OF BLOCK B; THENCE NORTH ON THE WEST LINE OF SAID BLOCK B, A DISTANCE OF ONE HUNDRED SEVEN AND FOURTEEN HUNDREDTHS (107.14) FEET TO THE NORTHEAST CORNER OF LOT SEVENTEEN (17), THE POINT OF BEGINNING.

PARCEL C:
LOTS 8 AND 10 AND THE NORTH 15 FEET OF LOTS 11 AND 12, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

BEING THE SAME PROPERTY SURVEYED AS DESCRIBED IN A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2061-5685637, DATED OCTOBER 25, 2021 @ 8:00 AM

OWNER
FRAMEWORK GROUP, LLP
1211 N. WESTSHORE BLVD, SUITE 802
TAMPA, FL 33607
(813) 725-3911

ENGINEER
B.S.E.CONSULTANTS, INC.
312 SOUTH HARBOR CITY BOULEVARD
SUITE 4
MELBOURNE, FLORIDA 32901
(321) 725-3674

ARCHITECT
TORTI GALLAS + PARTNERS
1923 VERMONT AVE NW,
GRIMKE SCHOOL, 2ND FLOOR
WASHINGTON, DC 20001

FRAMEWORK GROUP, LLC
1211 N. WESTSHORE BLVD, SUITE 802
TAMPA, FL 33607
(813) 725-3911

- PREPARED BY -

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 / FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905

VERTICAL DATUM: NAVD88

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS
BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

DATE: 03/01/22
DESIGN/DRAWN: ALS/DRB

PROJECT TITLE
430 BREVARD AVENUE

SHEET TITLE
COVER SHEET

PROJECT NO.
11636

DRAWING NO.
11636_400_001

SHEET
1 of 8

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

LANDSCAPE SYMBOL LEGEND

- CABBAGE PALM TREE
- PALM TREE
- PINE TREE
- OAK TREE
- TREE LINE
- SHURB 1
- SHRUB 2

IRRIGATION SYMBOL LEGEND

- SPRINKLER
- RAINBIRD 1/4
- RAINBIRD 1/2
- RAINBIRD 3/4
- RAINBIRD FULL

LINE TYPES

- EXISTING BURIED ELECTRIC
- EXISTING BURIED TELEPHONE
- EXISTING CABLE TV
- FENCE (TYPE, HEIGHT AS NOTED)
- EXISTING FORCE MAIN (SIZE, TYPE AS NOTED)
- EXISTING FIBER OPTIC
- EXISTING GAS LINE
- EXISTING IRRIGATION (SIZE, TYPE AS NOTED)
- EXISTING OVERHEAD ELECTRIC
- EXISTING OVERHEAD UTILITY
- EXISTING REUSE MAIN (SIZE, TYPE AS NOTED)
- SILT FENCE
- EXISTING SANITARY SEWER (SIZE, TYPE AS NOTED)
- EXISTING WATER MAIN (SIZE, TYPE AS NOTED)
- CENTERLINE
- BASIN BOUNDARY
- COLUMN / WALL
- GUARD RAIL
- TREE LINE
- DRAINAGE PIPE (SIZE, TYPE AS NOTED)

SYMBOL LEGEND

- EXISTING SANITARY MANHOLE
- EXISTING MANHOLE (TYPE NOTED)
- PROPOSED MANHOLE
- TYPE 2 INLET
- TYPE 3 INLET
- TYPE 4 INLET
- TYPE S INLET
- CATCH BASIN
- YARD DRAIN
- FLARED END SECTION
- MITERED END SECTION
- EXISTING GATE VALVE
- PROPOSED GATE VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING BLOW-OFF
- PROPOSED BLOW-OFF ASSEMBLY WITH GATE VALVE
- EXISTING FIRE DEPT. CONNECTION
- PROPOSED FIRE DEPT. CONNECTION
- EXISTING WATER METER
- PROPOSED WATER METER
- EXISTING WATER SERVICE
- PROPOSED WATER SERVICE
- EXISTING REUSE SERVICE
- PROPOSED REUSE SERVICE
- SANITARY SERVICE STUB OUT
- EXISTING AIR RELEASE VALVE
- AIR RELEASE VALVE
- EXISTING CLEAN OUT
- CLEAN OUT
- CROSS TEE
- TEE
- BACK FLOW PREVENTION DEVICE
- REDUCER
- POST INDICATOR VALVE
- UTILITY RISER
- CONCRETE POWER POLE
- WOOD UTILITY POLE
- GUY WIRE
- GUY POLE
- EXISTING LIGHT POLE
- PROPOSED LIGHT POLE
- EXISTING SIGN
- PROPOSED SIGN
- DIRT PAD ELEVATION
- FINISHED FLOOR ELEVATION
- TYPE A LOT DRAINAGE
- TYPE B LOT DRAINAGE
- LOT NUMBER
- FLOW ARROW

ABBREVIATIONS

'	MINUTES/FEET
"	SECONDS/INCHES
°	DEGREES
(C)	CALCULATED DIMENSION
(D)	DEED DIMENSION
(F)	FIELD MEASURED DIMENSION
(M)	METER(S)
(NR)	NOT RADIAL
(P)	PLAT DIMENSION
A/C	AIR CONDITIONER
AC	ACRES
ADS	ADVANCED DRAINAGE SYSTEMS (CPP)
AL	ARC LENGTH
ARV	AIR RELEASE VALVE
AVE	AVENUE
BLVD	BOULEVARD
BM	BENCH MARK
BVC	BEGIN VERTICAL CURVE
BVP	BEGIN VERTICAL PROFILE
C/L	CENTERLINE
C/O	CLEAN OUT
CA	CENTRAL ANGLE
CATV	CABLE TELEVISION
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
COR	CORNER
CPP	CORRUGATED PLASTIC PIPE
DE	DRAINAGE EASEMENT
DEL	DELTA/CENTRAL ANGLE
DI	DITCH INLET/ CATCH BASIN
DIP	DUCTILE IRON PIPE
DS	DRAINAGE STRUCTURE
E	EAST
EG	EXISTING GROUND
ELEC	ELECTRIC
EL/ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EVP	END VERTICAL PROFILE
EX	EXISTING
FD	FOUND
FDC	FIRE DEPARTMENT CONNECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FORCE MAIN
FPL	FLORIDA POWER AND LIGHT
FT	FEET
GLO	GENERAL LAND OFFICE
GR	GROUND
GV	GATE VALVE(S)
H/C	HANDICAP
HP	HIGH POINT
HWY	HIGHWAY
ID#	IDENTIFICATION NUMBER
INV	INVERT
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
JCT	JUNCTION
LF	LINEAR FEET
L	LEFT
LP	LOW POINT

ABBREVIATIONS

LS	LANDSCAPE
LWP	LIGHTER WOOD POST
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MHW	MEAN HIGH WATER
MI	MILE(S)
MIN	MINIMUM
N	NORTH
N&D	NAIL AND DISK
NAVD88	NORTH AMERICAN VERTICAL DATUM 1988
NGVD29	NATIONAL GEODETIC VERTICAL DATUM 1929
NG	NATURAL GROUND
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
OHE	OVERHEAD ELECTRIC/ UTILITY
OR/ORB	OFFICIAL RECORDS BOOK
P/L	PROPERTY LINE
PAVT	PAVEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
PGL	PROPOSED GRADE LINE
PK	PARKER-KALEN
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PP	POWER/UTILITY POLE
PR	PRIVATE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS/RIGHT
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RCP	REINFORCED CONCRETE PIPE
REF	REFERENCE
RGE	RANGE
RM	REUSE MAIN
RND	ROUND
RPB	ROAD PLAT BOOK
RR	RAILROAD
S	SOUTH
SEC	SECTION
SF	SQUARE FOOT
SMH	SEWER MANHOLE
SPK	SPIKE
SS	SANITARY SEWER
ST	STREET
STA	STATION
SVC	SERVICE
SW	SIDEWALK
TEL	TELEPHONE
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TWP	TOWNSHIP
TYP	TYPICAL
UE	UTILITY EASEMENT
UG	UNDERGROUND
UTL	UTILITY
W	WEST
WM	WATER MAIN

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

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DATE:	03/01/22
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

430 BREVARD AVENUE

SHEET TITLE

SYMBOLS AND ABBREVIATIONS

PROJECT NO. 11636

DRAWING NO. 11636_400_002

SHEET 2 of 8

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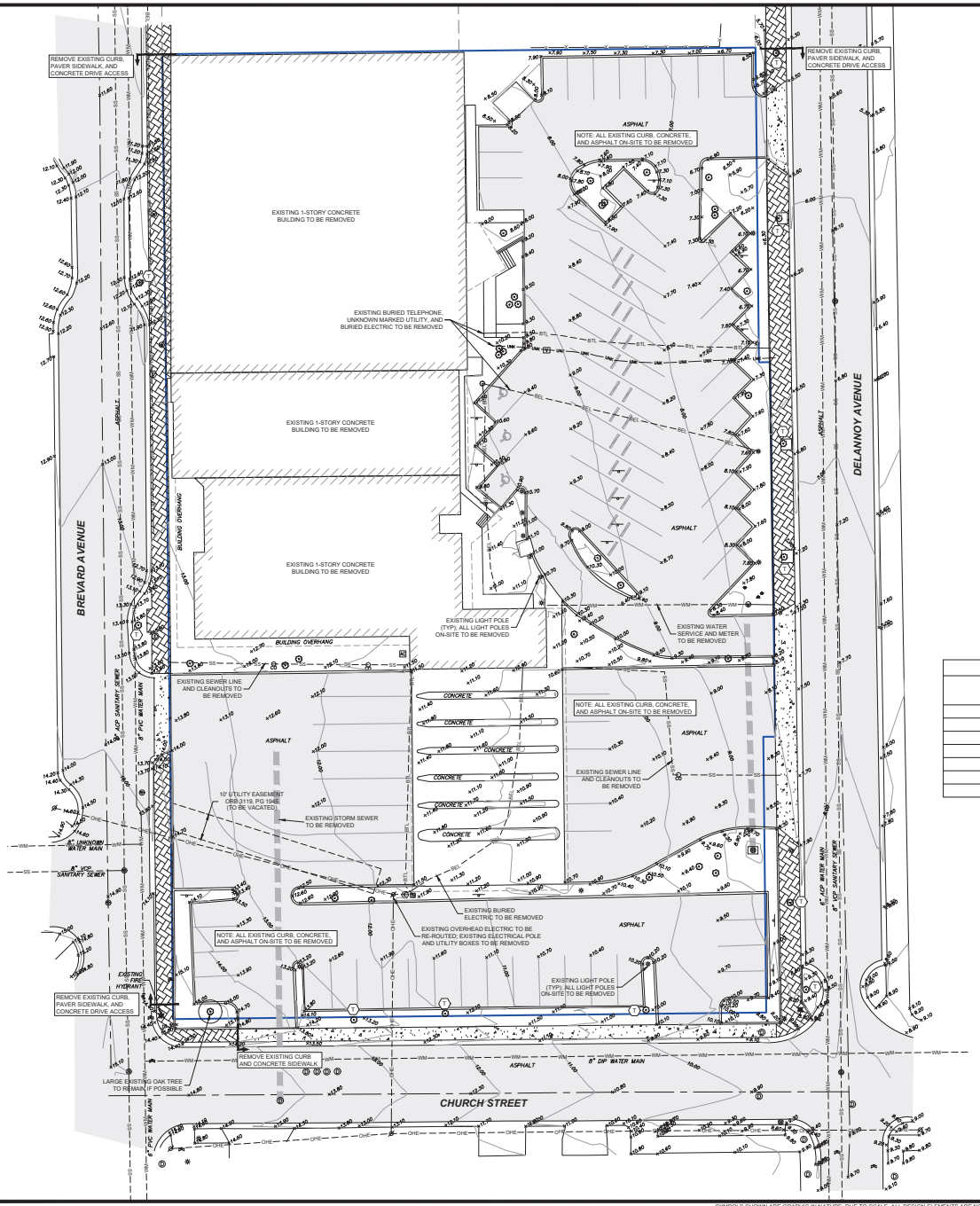

EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 53, PAGE 572, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
(AFFECTS, NO GUY WIRE AT SPECIFIED LOCATION)

AGREEMENT ESTABLISHING DIVIDING LINE, BY AND BETWEEN, THE BARNETT NATIONAL BANK OF COCOA, AND D.J. GIBBONS, AND VERA S. GIBBONS, AND N.B. COCOA CO., INC., RECORDED IN OFFICIAL RECORDS BOOK 114, PAGE 479, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
(AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

AGREEMENT ESTABLISHING DIVIDING LINE, BY AND BETWEEN, THE BARNETT NATIONAL BANK OF COCOA, AND FRANCIS A. LAROCHE AND ELIZABETH H. LAROCHE, RECORDED IN OFFICIAL RECORDS BOOK 114, PAGE 484, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
(AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 3119, PAGE 1945, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
(AFFECTS, PLOTTED AND SHOWN)

(T) : DENOTES EXISTING TREE TO BE REMOVED

NOTE: ALL ONSITE LANDSCAPE AND TREES TO BE REMOVED; REFER TO TREE PRESERVATION NOTE AT SOUTHWEST CORNER OF PROJECT

UTILITY LOCATIONS AND SIZES PROVIDED BY CITY OF COCOA UTILITY DEPARTMENT GIS

EXISTING SITE COVERAGE

USE	AREA		PERCENT (%)
	SQ FT	ACRES	
BUILDING FOOTPRINT	25,476	0.58	29.89%
SIDEWALKS / PAVEMENT	49,385	1.13	57.94%
TOTAL IMPERVIOUS	74,861	1.71	87.83%
NOTE: MAXIMUM IMPERVIOUS AREA PERMITTED BY CODE IS 90%			
LANDSCAPE PERVIOUS	10,370	0.24	12.17%
TOTAL SITE AREA	85,231	1.95	100%

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20 0 10 20
(IN FEET)
VERTICAL DATUM: NAVD88

DATE:	03/01/22
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
430 BREVARD AVENUE

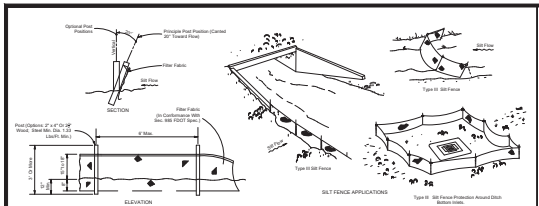
SHEET TITLE
EXISTING CONDITIONS AND DEMOLITION PLAN

PROJECT NO. 11636

DRAWING NO. 11636_400_003

SHEET 3 of 8

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

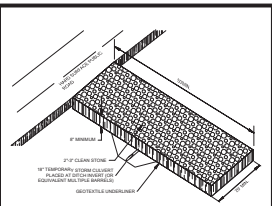


TYPICAL SILT FENCE
N.T.S.

FIGURE 1

Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations and turbidity barriers used at permanent bodies of water.



CONSTRUCTION ENTRANCE
N.T.S.

FIGURE 2

NOTE: SEE ** STORMWATER MANAGEMENT CRITERIA FOR MINIMUM STANDARDS.

THIS PLAN IS INTENDED TO COMPLY WITH APPROPRIATE CONDITIONS OF THE BREVARD COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 17-25, F.A.C., AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT, DURING ALL CONSTRUCTION ACTIVITIES. THE PLAN ADDRESSES THE FOLLOWING AREAS:

1. GENERAL EROSION CONTROL
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.
3. CONTROL OF WIND EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE.

IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP'S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS REQUIRED BY NPDES AND AS NECESSARY FOR EACH SPECIFIC APPLICATION.

SECTION 1 GENERAL EROSION CONTROL

GENERAL EROSION CONTROL BMP'S SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE-INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.

CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVER SEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUND COVER.

SLOPES OF BANKS OF RETENTION / DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL UNLESS SPECIFIED OTHERWISE.

SOD SHALL BE PLACED IN A MINIMUM OF A 2'-FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS AS SHOWN IN FIGURE 5 OR AS REQUIRED BY THE LANDSCAPE PLAN OR CONTRACT DOCUMENTS. SOD SHALL BE PLACED BEFORE SILT BARRIERS, SHOWN IN FIGURE 8, ARE REMOVED.

SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION.

SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING, AT A MINIMUM, THE FOLLOWING BMP'S AND OTHER MEASURES AS REQUIRED IN THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.

WHERE PRACTICAL, STORM WATER SHALL BE CONVEYED BY SWALES.

EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THE FOLLOWING MEASURES SHALL BE UTILIZED AS A MINIMUM.

IN GENERAL EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.

STORM WATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN IN FIGURES 5,6, AND 8. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE OR AS OTHERWISE REQUIRED.

HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORM WATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTOR SHALL PROVIDE BERMS/DIKES, SYNTHETIC HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE AND SHALL USE ABSORBENT FILTER PADS OR OTHER METHODS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.

SILT BARRIERS SHALL BE ERECTED AS SHOWN PRIOR THE INITIATION OF CLEARING OR EARTHWORK AND SHALL REMAIN UNTIL VEGETATIVE COVER OR ALL DISTURBED AREAS HAVE BEEN ESTABLISHED OR AS REQUIRED BY THE OWNER. SILT BARRIERS SHALL BE CONTINUOUSLY MAINTAINED FOR ENTIRE PROJECT DURATION. SILT BARRIERS SHALL NOT BE REMOVED UNTIL APPROVED BY THE OWNER. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE AND IN THE ABSENCE OF AN ACCEPTABLE TEMPORARY LAKE OR SUMP AREA, A TEMPORARY SUMP SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED ON THE GROUND DRAINING TO THE SUMP.

SECTION 3 CONTROL OF WIND EROSION

WIND EROSION SHALL BE CONTROLLED BY EMPLOYING BMP'S WHICH SHALL INCLUDE THE FOLLOWING AND/OR OTHER METHODS AS A MINIMUM.

BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE SHOWN IN FIGURE 1 EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.

SWPPP COORDINATOR DUTIES

THE CONTRACTOR SHALL COMPLY WITH THE FOLLOWING AND ALL OTHER REQUIREMENTS OF THE EPA, FDEP, SJRWMD, AND BREVARD COUNTY REGULATIONS:

1. MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES, INCLUDING:
   DATES WHEN MAJOR GRADING ACTIVITIES OCCUR.
   DATES WHEN CONSTRUCTION ACTIVATES TEMPORARILY CEASE ON A PORTION OF THE SITE.
   DATES WHEN STABILIZATION MEASURES ARE INITIATED ON SITE.
   RECORDS MUST BE MAINTAINED AT THE JOB SITE.
2. PREPARE INSPECTION REPORTS SUMMARIZING:
   QUALIFICATIONS OF INSPECTOR.
   DAILY RAINFALL TOTALS.
   MEASURES/AREAS INSPECTED.
   CHANGES NECESSARY TO THE SWPPP.
   INSPECTIONS SHALL BE COMPLETED ON A WEEKLY BASIS; AND AFTER RAINFALL EVENTS EXCEEDING 1/2" INTENSITY.
3. A SAMPLE INSPECTION FORM SHALL BE SUPPLIED TO THE CONTRACTOR FOR HIS USE. CONTRACTOR MUST UTILIZE THIS INSPECTION FORM OR AN APPROVED EQUIVALENT.
4. CONTRACTOR MUST EXECUTE NPDES CERTIFICATION FORM AND INSURE THAT ALL SUBCONTRACTORS RESPONSIBLE FOR EROSION CONTROL MEASURES EXECUTE THE NPDES CERTIFICATION FORM. COPIES OF THIS CERTIFICATION MUST BE PROVIDED TO THE OWNER PRIOR TO THE START OF ANY NEW CONSTRUCTION, AND COPIES SHALL BE MAINTAINED AT THE JOB SITE.
5. REPORT RELEASES OF REPORTABLE QUANTITIES OF OIL OR HAZARDOUS MATERIALS (IF THEY OCCUR):
   NOTIFY NATIONAL RESPONSE CENTER @ 1-800-424-8802.
   NOTIFY PERMITTING AUTHORITY IN WRITING WITHIN 14 DAYS.
   MODIFY THE POLLUTION PREVENTION PLAN TO INCLUDE IMPROVED MANAGEMENT CONTROLS.
6. MODIFY THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS NECESSARY TO:
   COMPLY WITH MINIMUM PERMIT REQUIREMENTS WHEN NOTIFIED BY THE EPA, ADDRESS CHANGES IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE WHICH HAVE AN AFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS INTO STATE WATERS.
   PREVENT RECCURRENCE OF REPORTABLE QUANTITY RELEASES HAZARDOUS MATERIAL, OIL, AND OR FUEL.
7. AT THE COMPLETION OF THE PROJECT AND AS A CONDITION OF FINAL PAYMENT, CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE THE ABOVE DESCRIBED REPORTS IN A CONSOLIDATED REPORT FORMAT; THREE RING BINDERS OR EQUIVALENT.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING AND MAINTAINING A COPY OF DEP DOCUMENT NO. 62-621.300(4)(A). THIS PERMIT IS THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND.
9. ALL FERTILIZERS, HERBICIDES, AND PESTICIDES TO BE APPLIED, STORED, AND DISPOSED OF PER THE MANUFACTURER RECOMMENDATIONS.
10. CONTRACTOR IS RESPONSIBLE TO ASSURE THAT ALL WASTE, SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTE ARE PROPERLY CONTROLLED AND DISPOSED OF IN ACCORDANCE WITH ALL APPLICABLE STATE, LOCAL, AND FEDERAL REGULATIONS.

GENERAL MAINTENANCE PLAN

THE FOLLOWING MAINTENANCE PLAN IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

SHORT TERM:

1. ALL EROSION CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 1/2" RAINFALL EVENT, BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ALL NEEDED REPAIRS WILL BE RECORDED AND MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
2. SEDIMENT BUILDUP WILL BE CLOSELY MONITORED AND REMOVED FROM INLET PROTECTION DEVICES TO ENSURE PROPER MANAGEMENT AND STORAGE CAPACITIES. SEDIMENT CONTROL DEVICES SHALL BE CLEANED OR REPLACED WHEN THE SEDIMENT CONTROL NO LONGER WORKS EFFECTIVELY AS DESIGNED.
3. THE SEDIMENT CONTROLLING SILT FENCE SHALL BE MAINTAINED AND/OR REPLACED AS NECESSARY TO MAINTAIN A BARRIER.
4. ALL SEEDED AREAS SHALL BE RESEEDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN TO MAINTAIN A VEGETATIVE COVER, ADEQUATE TO PREVENT EROSION TO OFFSITE AREAS.
5. AS NEEDED, NEW OR ADDITIONAL WORKERS WILL BE INFORMED OF THE PLAN DETAILS IN THE OPERATION AND MAINTENANCE OF PLAN FEATURES.

LONG TERM:

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.
2. AREAS WHERE VEGETATION IS LOST WILL BE RESTABILIZED AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.
3. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.

GENERAL CONSTRUCTION SEQUENCING PLAN

THE FOLLOWING CONSTRUCTION SEQUENCING IS GENERAL IN NATURE AND IS INTENDED TO PROVIDE A GUIDELINE FOR THE CONTRACTOR. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COMPLETE THE PROJECT IN CONFORMANCE WITH THE NPDES STANDARDS AND APPROVED PLANS AND PERMITS.

1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
2. FLAG THE WORK LIMITS OF CONSTRUCTION AND IDENTIFY AREAS NOT TO BE DISTURBED.
3. HOLD PRE CONSTRUCTION CONFERENCE AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. WEEKLY REVIEWS OF EROSION, SEDIMENT, AND STORM WATER CONTROLS WILL BE CONDUCTED. REVIEWS WILL ALSO BE CONDUCTED WITHIN 24 HOURS FOLLOWING ALL RAIN EVENTS EXCEEDING 1/2" INTENSITY.
4. INSTALL SEDIMENT CONTROLS AS THE FIRST CONSTRUCTION ACTIVITY.
5. INSTALL STORM DRAIN WITH STABILIZED INLET PROTECTION AT THE CONSTRUCTION ENTRANCE/EXIT.
6. INSTALL TEMPORARY STABILIZED CONSTRUCTION ENTRANCE/EXIT.
7. COMPLETE SITE CLEARING EXCEPT FOR AREAS DESIGNATED NOT TO BE DISTURBED.
8. ROUGH GRADE SITE, STOCKPILE TOPSOIL, CONSTRUCT WATERWAYS, INSTALL CULVERTS AND OUTLET PROTECTION (INSTALL SEDIMENT CONTROLS AND SILT FENCING AS NEEDED).
   BARE AREAS OF EXPOSED LAND SHALL BE MULCHED AND SEEDED ONCE GRADING HAS BEEN COMPLETED.
9. FINISH THE SLOPES AROUND BUILDING DIRT PADS AS SOON AS ROUGH GRADING IS COMPLETE.
10. COMPLETE FINAL GRADING FOR ROADS AND STABILIZE WITH APPROVED MATERIAL.
11. COMPLETE FINAL GRADING OF GROUNDS. TOPSOIL CRITICAL AREAS, AND PERMANENTLY VEGETATE, LANDSCAPE, AND MULCH.
12. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND FOLLOWING 1/2" RAINFALL EVENTS. NEEDED REPAIRS WILL BE RECORDED WITHIN 24 HOURS, AND CORRECTIVE IMMEDIATELY.
13. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.

SPECIAL NOTICE:
THE CERTIFICATIONS BELOW ARE INCLUDED FOR INFORMATIONAL PURPOSES ONLY. OFFICIAL EXECUTED CERTIFICATIONS ARE KEPT IN THE PROJECT FILE.

CONTRACTORS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER."

NAME:_____
TITLE:_____
COMPANY NAME:_____
COMPANY ADDRESS:_____

COMPANY PHONE #:_____
PROJECT SITE DESCRIPTION:...

SIGNATURE:_____

DATE OF CERTIFICATION:_____

ENGINEERS CERTIFICATION

"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME: Scott M. Glaubitz, P.E. /Hassan Kamal, P.E.
TITLE: President/Vice President
COMPANY NAME: B.S.E. Consultants, Inc
COMPANY ADDRESS: 312 S. Harbor City Blvd., Suite 4 Melbourne, Florida 32901
COMPANY PHONE #: (321) 725-3674
PROJECT SITE DESCRIPTION:...

SIGNATURE:_____

DATE OF CERTIFICATION:_____

CORPORATE OFFICERS CERTIFICATION

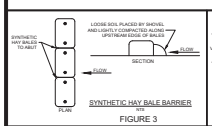
"I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

NAME:_____
TITLE:_____
COMPANY NAME:_____
COMPANY ADDRESS:_____

COMPANY PHONE #:_____
PROJECT SITE DESCRIPTION:...

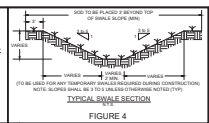
SIGNATURE:_____

DATE OF CERTIFICATION:_____



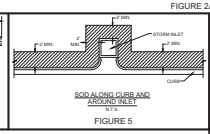
SYNTHETIC HAY BALE BARRIER
N.T.S.

FIGURE 3



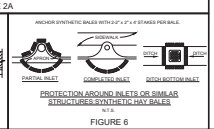
TYPICAL SWALE SECTION
N.T.S.

FIGURE 4



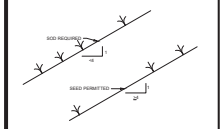
SOD ALONG CURB AND AROUND INLET
N.T.S.

FIGURE 5



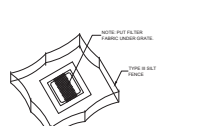
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES SYNTHETIC HAY BALES
N.T.S.

FIGURE 6

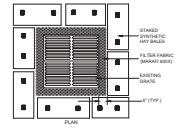


GRASS SLOPES
N.T.S.

FIGURE 7



STAKED SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS



SYNTHETIC HAY BALE PROTECTION AROUND DITCH BOTTOM INLETS

SEDIMENT CONTROL DETAIL
N.T.S.

FIGURE 8

NON-SYNTHETIC HAY BALES SHALL NOT BE PERMITTED

GENERAL SITE INFORMATION

SITE DESCRIPTION:
REDEVELOPMENT OF A ±1.95 ACRE SITE FROM COMMERCIAL TO MIXED USE (COMMERCIAL AND MULTI-FAMILY RESIDENTIAL).

TOTAL AREA AND DISTURBED AREA:
1.95 ACRES

QUALITY RECEIVING SURFACE WATERS AND WETLANDS:
DRAINAGE WILL BE THROUGH PERCOLATION AND CONNECTION TO CITY DRAINAGE STRUCTURE.

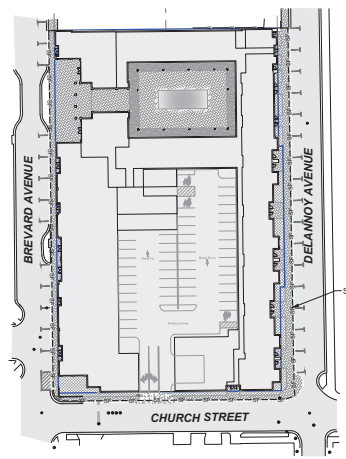
EXISTING SOIL TYPES:
THE EXISTING DEVELOPMENTS UNDERLYING SOIL IS URBAN LAND, 0 TO 2% SLOPES.

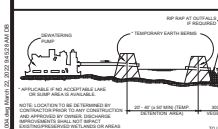
STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS
THERE ARE A VARIETY OF CONTROLS PROPOSED FOR THIS SITE. SOME CONTROLS ARE INTENDED TO FUNCTION TEMPORARILY AND WILL BE USED AS NEEDED FOR POLLUTANT CONTROL. THESE INCLUDE TEMPORARY SEDIMENT BARRIERS AND SILT FENCES. FOR MOST DISTURBED AREAS, PERMANENT STABILIZATION WILL BE ACCOMPLISHED BY COVERING THE SOIL WITH PAVEMENT OR VEGETATION.

SOIL STABILIZATION:
THE PURPOSE OF SOIL STABILIZATION IS TO PREVENT SOIL FROM LEAVING THE SITE. IN THE NATURAL CONDITION, SOIL IS STABILIZED BY NATIVE VEGETATION. THE PRIMARY TECHNIQUES TO BE USED AT THIS PROJECT FOR STABILIZATION AFTER CONSTRUCTION WILL BE TO PROVIDE PROTECTIVE TURF GRASS OR PAVEMENT.

NOTES:
ACCESS SHALL BE PROVIDED BY AN UNOBSTRUCTED ALL WEATHER DRIVING SURFACE CAPABLE OF SUPPORTING THE LOADS IMPOSED BY RESPONDING APPARATUS OF NOT LESS THAN 20 FEET AND SHALL BE MAINTAINED DURING CONSTRUCTION (SEE FIGURE 2). THE LOCATION OF EROSION CONTROL FEATURES SHOWN ON THIS PLAN REPRESENTS MINIMUM REQUIREMENTS. DEPENDING UPON THE CONTRACTORS OPERATIONS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN ANY NECESSARY EROSION CONTROL FACILITIES NEEDED TO CONTROL EROSION OR THE DISCHARGE OF TURBIDITY INTO DOWNSTREAM WATERS OR ADJACENT PROPERTY.

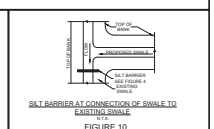
NOTE: SILT FENCE LOCATION IS SCHEMATIC REPRESENTATION. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING SILT FENCE AT THE LOCATION NEEDED TO PREVENT THE TRANSPORT OF SEDIMENT OFFSITE AND NOT INTERFERE WITH THE REQUIRED ONSITE CONSTRUCTION. CONTRACTOR MAY NEED TO RELOCATE/REPLACE/ADJUST SILT FENCE LOCATIONS TO ACCOMMODATE CONSTRUCTION SEQUENCING.





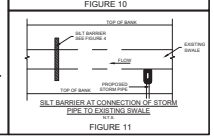
TYPICAL DEWATERING DISCHARGE PLAN
N.T.S.

FIGURE 9



SILT BARRIER AT CONNECTION OF SWALE TO EXISTING SWALE
N.T.S.

FIGURE 10



SILT BARRIER AT CONNECTION OF STORM PIPE TO EXISTING SWALE
N.T.S.

FIGURE 11

B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
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MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 725-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951



60 0 30 60
(IN FEET)

DATE:	03/01/22
DESIGN/DRAWN:	ALS/DRB

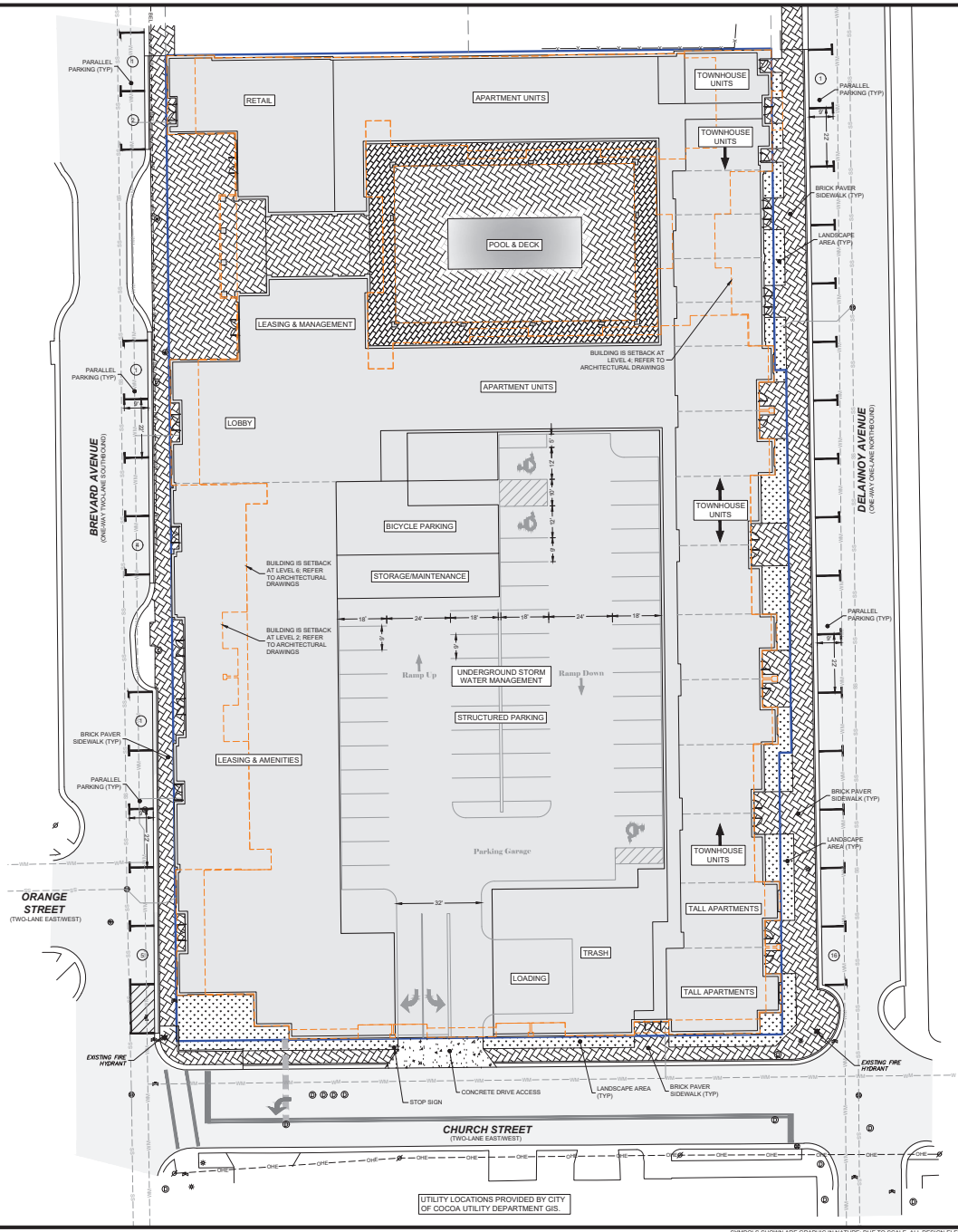
PROJECT TITLE
430 BREVARD AVENUE

SHEET TITLE
STORM WATER POLLUTION PREVENTION PLAN

PROJECT NO.
11636

DRAWING NO.
11636_400_004

SHEET
4 of 8



LIGHT POLES/FIXTURES; LIGHTING SHALL BE DESIGNED, INSTALLED, MAINTAINED, AND DIRECTED SO AS TO AVOID GLARE ON ADJOINING PROPERTIES AND RIGHTS-OF-WAY THROUGH THE USE OF SEMI- AND FULL-CUTOFF SHIELDS. REFER TO LIGHTING PLANS PREPARED BY OTHERS FOR ADDITIONAL INFORMATION

GENERAL FIRE NOTES

1. NFPA 1 18.2.4.1.1 "THE REQUIRED WIDTH OF A FIRE DEPARTMENT ACCESS ROAD SHALL NOT BE OBSTRUCTED IN ANY MANNER, INCLUDING BY THE PARKING OF VEHICLES."
2. NFPA 1 18.5.7.1 A 36 IN. (914 MM) CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS EXCEPT AS OTHERWISE REQUIRED OR APPROVED.
3. NFPA 1 18.5.7.2 A CLEAR SPACE OF NOT LESS THAN 60 IN. (1524 MM) SHALL BE PROVIDED IN FRONT OF EACH HYDRANT CONNECTION HAVING A DIAMETER GREATER THAN 2-1/2 IN. (64 MM).

GENERAL STATEMENT

THE PROPOSED PROJECT WILL BE DEVELOPED AS A MIXED USE BUILDING IN COCOA VILLAGE. THE BUILDING CONSISTS OF 8 FLOORS WITH A TOTAL HEIGHT OF 91'-2".

THERE WILL BE A TOTAL OF ±2,800 SQ FT OF RETAIL LOCATED ON THE GROUND LEVEL WITH 234 MULTI-FAMILY UNITS LOCATED BETWEEN THE GROUND LEVEL AND LEVELS 2 THROUGH 7. PARKING WILL BE PROVIDED THROUGHOUT THE BUILDING FROM THE GROUND LEVEL TO LEVEL 7, WITH PUBLIC, NEW RESIDENT AND GUEST PARKING SPACES OFFERED ON THE GROUND LEVEL. THE GROUND LEVEL ALSO INCLUDES A LOBBY, LEASING AND MANAGEMENT AREA, CLUB AND FITNESS CENTER, AND POOL.

THE BUILDING SHALL INCLUDE A FULLY AUTOMATIC SPRINKLER SYSTEM. PARKING GARAGE HEIGHT CLEARANCE SHALL BE 8 FEET. PARKING GARAGE WILL HAVE STANDPIPES.

STORM WATER MANAGEMENT SHALL BE UNDERGROUND AND SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF COCOA CODE OF ORDINANCES AND COMPREHENSIVE PLAN AS WELL AS THE SJRWMD REQUIREMENTS.

THE CONCRETE FP&L POWER POLES SHALL BE REMOVED AND THE ELECTRIC LINES BURIED UNDERGROUND. THE WORK SHALL BE COMPLETED BY FP&L AND PAID FOR BY THE DEVELOPER.

POTABLE WATER AND SANITARY SEWER PLANT CAPACITY SHALL BE PROVIDED BY THE CITY OF COCOA.

SITE AREA: ±1.95 ACRES (85,231 SQ FT)

LAND USE: MIXED USE (MU)

ZONING: CBD-CVO (CENTRAL BUSINESS DISTRICT, COCOA VILLAGE OVERLAY DISTRICT)

	CODE REQUIREMENTS	PROVIDED
MINIMUM LOT AREA	4,000 SQ FT	85,231 SQ FT
MINIMUM LOT WIDTH	40 FT	371 FT
MINIMUM LOT DEPTH	100 FT	228 FT
MAXIMUM BUILDING HEIGHT	65 FT	91'-2" (PARAPET)
MAXIMUM NUMBER OF FLOORS	8	8

SITE COVERAGE

USE	AREA		PERCENT (%)
	SQ FT	ACRES	
BUILDING FOOTPRINT	70,908	1.63	83.4%
SIDEWALKS / PAVEMENT	12,406	0.28	14.6%
TOTAL IMPERVIOUS	83,314	1.91	98%
NOTE: MAXIMUM IMPERVIOUS AREA PERMITTED BY CODE IS 90%			
LANDSCAPE PERVIOUS	1,917	0.04	2%
TOTAL SITE AREA	**85,231**	**1.95**	**100%**

BUILDING OPEN SPACE AREA

USE	AREA	
	SQ FT	ACRES
COURT/BREEZEWAY/POOL	11,747	0.27
LEVEL 2 TERRACE	3,645	0.08
LEVEL 4 TERACE	1,250	0.03
TOTAL	16,642	0.38

BUILDING SETBACKS

SETBACKS	CODE REQUIREMENT		PROVIDED (FEET)
	MINIMUM (FEET)	MAXIMUM (FEET)	
SIDE	0	-	0 (NORTH)
DELANNOY AVENUE (PRIMARY)	0	5	0 (EAST)
CHURCH STREET (SECONDARY)	0	10	0 (SOUTH)
BREVARD AVENUE (PRIMARY)	0	5	0 (WEST)

PARKING

REQUIRED PARKING

USE	RATIO	QUANTITY	PARKING REQUIRED
MULTI-FAMILY	1 SPACE / UNIT +10% GUEST	234 UNITS	258
RETAIL	1 SPACE / 600 SQ FT (LESS STORAGE)	2,800 SQ FT	5
		TOTAL REQUIRED	**263***

*NOTE: 7 HANDICAP (HC) ACCESSIBLE SPACES OF THE 263 SPACES SHALL BE REQUIRED

PROVIDED PARKING

MULTI-FAMILY

UNIT TYPE	UNIT COUNT	%	SPACES PER DU	PARKING PROVIDED
STUDIO	8	3.4%	1.5	12
1-BEDROOM	55	23.5%	1.5	83
2-BEDROOM	141	60.3%	2	282
3-BEDROOM	30	12.8%	2.5	75
TOTAL	234	100.0%	1.93	452
10 MULTI-FAMILY GUEST / PROSPECT SPACES + 25 PUBLIC SPACES				35
			TOTAL PARKING PROVIDED	**487****

**NOTE: 9 HANDICAP (HC) ACCESSIBLE SPACES OF THE 487 SPACES SHALL BE PROVIDED

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PHONE: (321) 725-3674 FAX: (321) 725-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ, P.E. & P.L.S.
STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

20 0 10 20
(IN FEET)
VERTICAL DATUM: NAVD88

1	EDITED SF VALUE	7/01/25
2	CLIENT COMMENTS	11/09/23

DATE: 03/01/22
DESIGN/DRAWN: ALS/DRB

PROJECT TITLE
430 BREVARD AVENUE

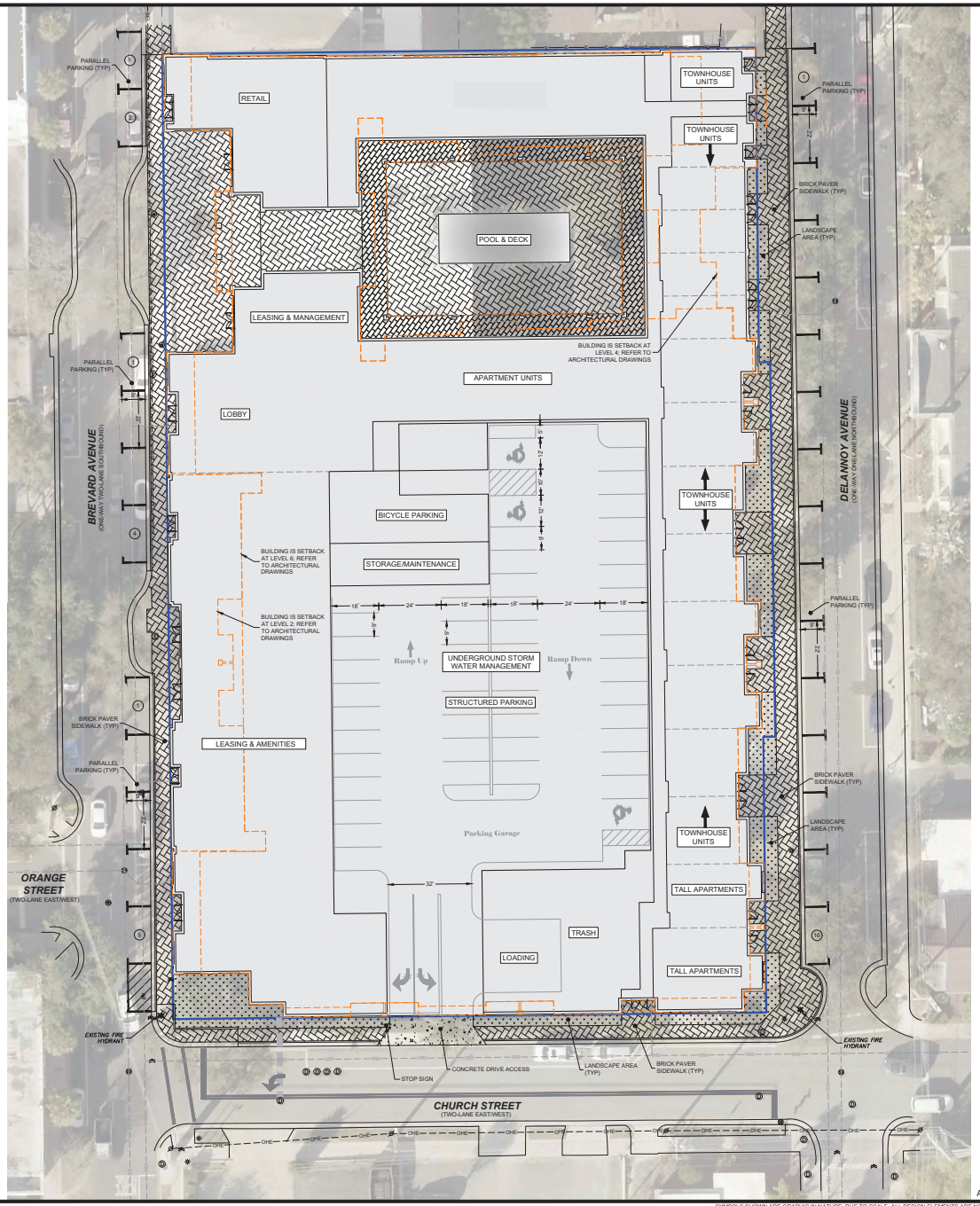
SHEET TITLE
SITE PLAN

PROJECT NO.
11636

DRAWING NO.
11636_400_005

SHEET
5 of 8

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



AERIAL PHOTO PROVIDED BY BREVARD COUNTY PROPERTY APPRAISER 2021

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BUSINESS AUTHORIZATION: 4965
CERTIFICATE OF LAND SURVEYING
BUSINESS AUTHORIZATION: LB0004965

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STATE OF FLORIDA, No. 41951

20 0 10 20
(IN FEET)
VERTICAL DATUM: NAVD88

DATE:	03/01/22
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
430 BREVARD AVENUE

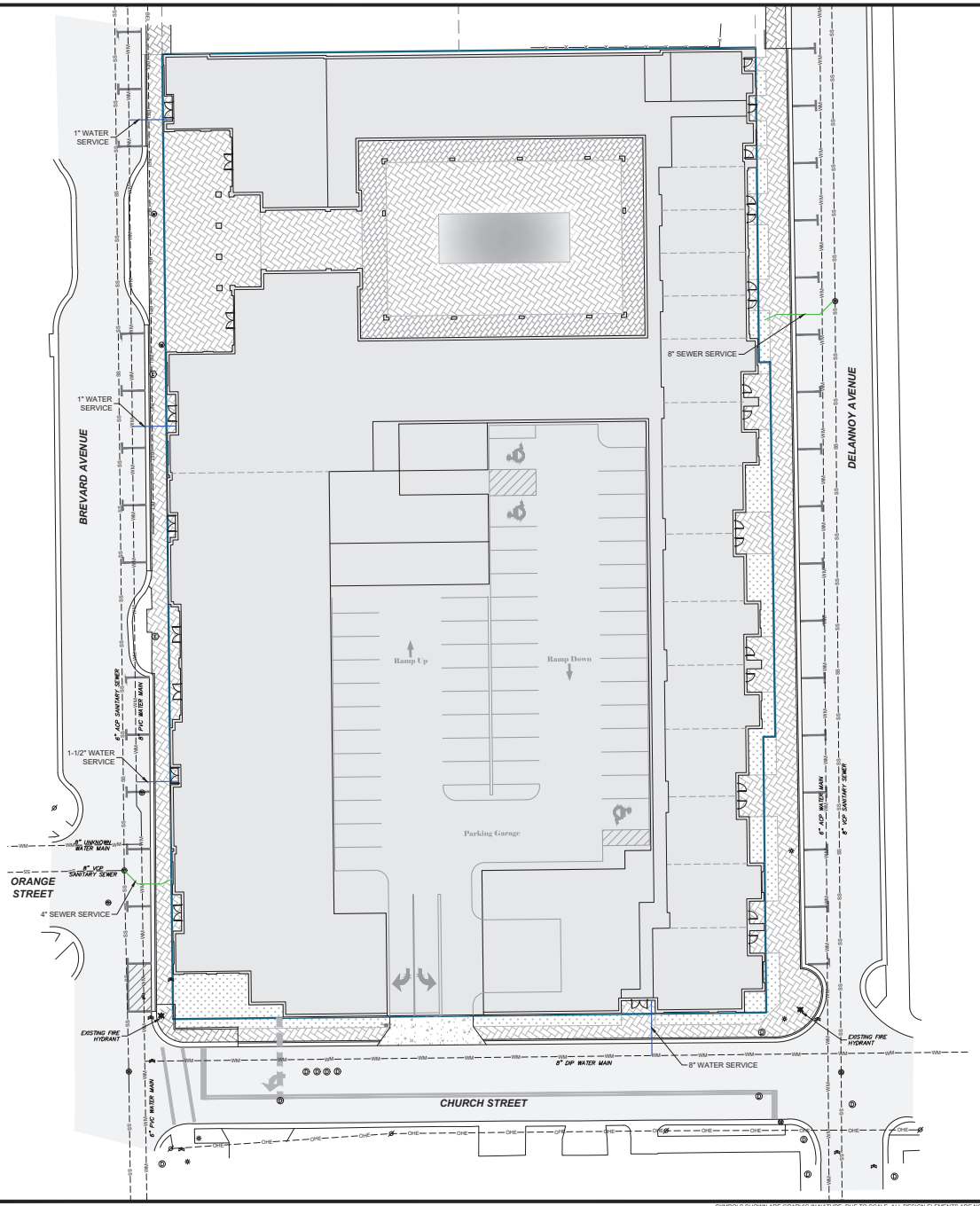
SHEET TITLE
SITE PLAN WITH AERIAL

PROJECT NO.
11636

DRAWING NO.
11636_400_006

SHEET
6 of 8

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



UTILITY LOCATIONS AND SIZES PROVIDED BY CITY OF COCOA UTILITY DEPARTMENT GIS.

B.S.E. CONSULTANTS, INC.
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PHONE: (321) 725-3674 FAX: (321) 723-1159
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HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

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(IN FEET)
VERTICAL DATUM: NAVD88

DATE:	03/01/22
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE

430 BREVARD AVENUE

SHEET TITLE

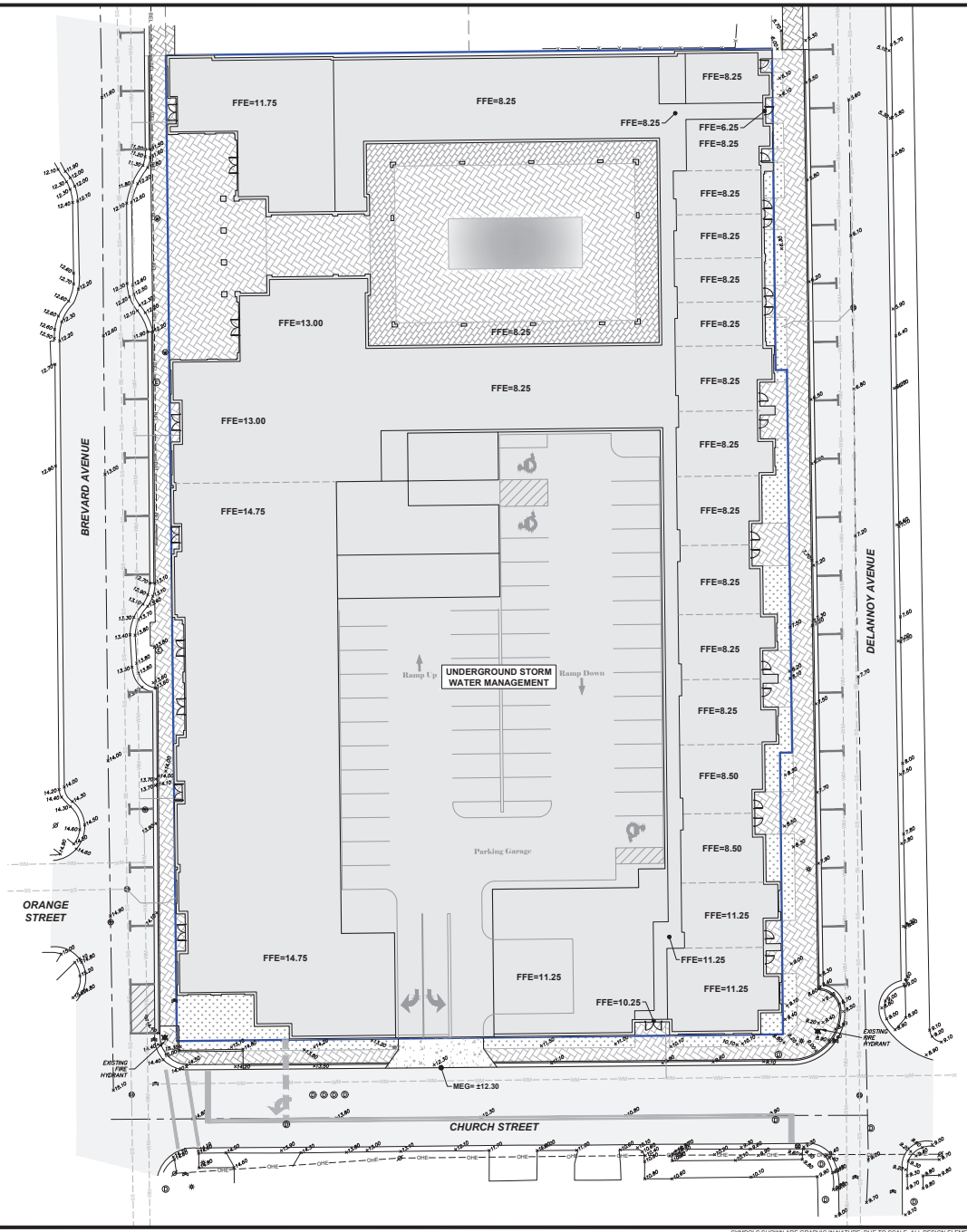
UTILITY PLAN

PROJECT NO.
11636

DRAWING NO.
11636_400_007

SHEET
7 of 8

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



DRAINAGE NOTES:
1. PROVIDE FOR 1-INCH OF RUNOFF.
2. DRAINAGE SYSTEM SHALL BE DESIGNED TO ACCOMMODATE THE 25-YEAR 24-HOUR STORM EVENT.
3. THE STORM WATER MANAGEMENT SYSTEM SHALL BE CONNECTED TO THE CITY OF COCOA DRAINAGE SYSTEM FOR OVERFLOW.
4. THE STORM WATER AND DRAINAGE SYSTEM SHALL BE DESIGNED TO MEET THE CITY'S CODE OF ORDINANCES AND COMPREHENSIVE PLAN, AS WELL AS SJRWMD REQUIREMENTS.

UTILITY LOCATION AND SIZES PROVIDED BY CITY OF COCOA UTILITY DEPARTMENT GIS.

B.S.E. CONSULTANTS, INC.
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312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
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STATE OF FLORIDA, No. 33659 No. 4151

HASSAN A. KAMAL, P.E.
STATE OF FLORIDA, No. 41951

20 0 10 20
(IN FEET)
VERTICAL DATUM NAVD88

DATE:	03/01/22
DESIGN/DRAWN:	ALS/DRB

PROJECT TITLE
430 BREVARD AVENUE

SHEET TITLE
PAVING, GRADING, AND DRAINAGE PLAN

PROJECT NO.
11636

DRAWING NO.
11636_400_008

SHEET
8 of 8

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.

CONCEPT REWORK

COCOA VILLAGE MIXED-USE

Cocoa, FL

TORTI GALLAS + PARTNERS

FRAMEWORK GROUP

ELEVATION | WEST



ELEVATION | SOUTH

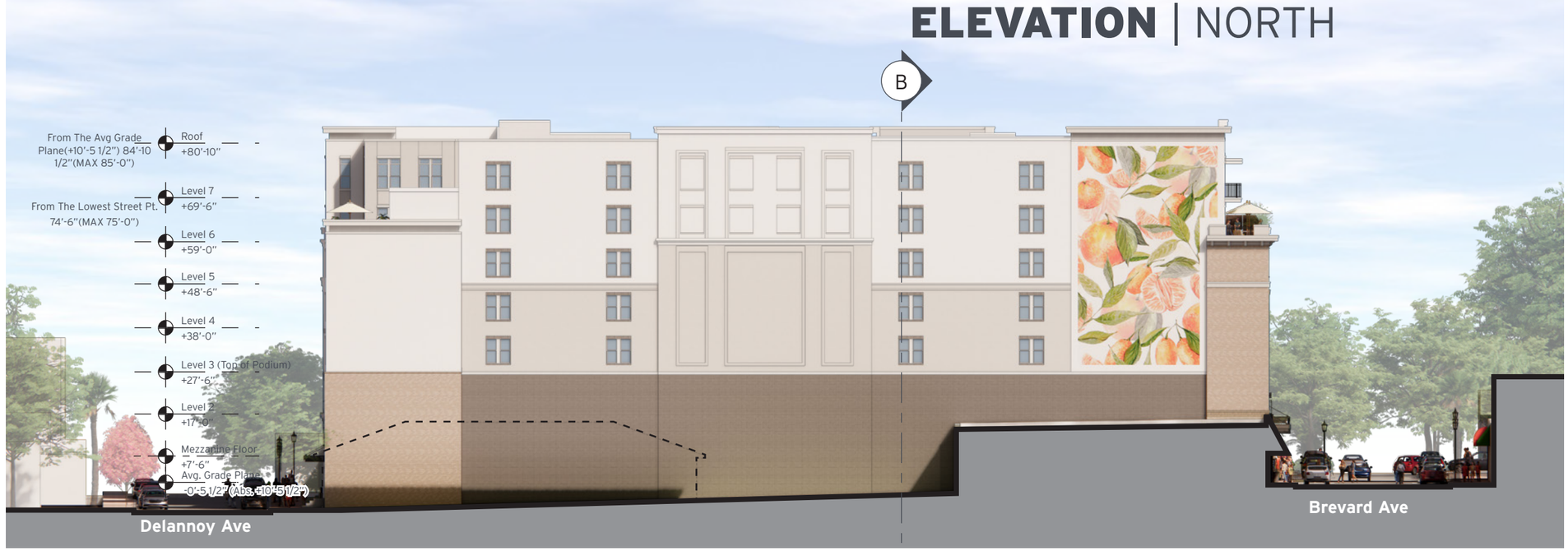


0 15 30 60

ELEVATION | EAST



ELEVATION | NORTH



0 15 30 60


covered patio
more windows/ glazing
lighter facade paint and brickwork
arched windows
arched entries
YELLOW MOON
430 BREVARD AVENUE


YELLOW MOON
Coffee
Pastries
Music


THE CLOTHIER

The land referred to herein below is situated in the County of BREVARD, State of Florida, and described as follows:

Parcel A:

Lots 7 and 9, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

Parcel B:

Lots 11, 12, 13, 14, 15 and 16, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

LESS AND EXCEPT the North 15 feet of Lot 11 AND ALSO the North 15 feet of Lot 12, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida; the land herein described having a frontage of fifteen (15) feet on Brevard Avenue and fifteen (15) feet on Delannoy Avenue and extending from Brevard Avenue to Delannoy Avenue.

AND

A part of Lots 18 and 20, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida, which is described as follows: BEGIN at the Northwest corner of Lot Eighteen (18) of the subdivision aforesaid and run South on the West line of said Block, the East line of Brevard Avenue, a distance of 106.69 feet to the Southwest corner of Block B; thence run East on the South line of said Block B, a distance of 80 feet; thence run Northerly across Lots Twenty (20) and Eighteen (18) to a point on the North line of Lot Eighteen (18), which is 100 feet East from the West line of said Block; and thence run West on the North line of said Lot Eighteen (18), a distance of 100 feet to the Northwest corner of said Block, the point of BEGINNING.

AND

All of Lots 17 and 19 and portions of Lots 18 and 20, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida, described as follows: BEGIN at the Northeast corner of Lot Seventeen (17) and thence run West on the North line of Lots Seventeen (17) and Eighteen (18) to a point which is 100 feet East from the Northwest corner of Lot Eighteen (18); thence run Southerly across Lots Eighteen (18) and Twenty (20) to a point on the South line of Block B, which is Eighty (80) feet East from the Southwest corner of said Block; and thence run East on the South line of Lots Noneteen (19) and Twenty (20) in Block B to the Southeast corner of Block B; thence North on the West line of said Block B, a distance of One Hundred Seven and Fourteen Hundredths (107.14) feet to the Northeast corner of Lot Seventeen (17), the point of BEGINNING.

Parcel C:

All of Lots 8 and 10 and the North 15 feet of Lots 11 and 12, in Block B, of DELANNOY'S ADDITION TO COCOA, according to the plat thereof, as recorded in Plat Book 1, Page 29, of the public records of Brevard County, Florida.

ALTA/NSPS LAND TITLE SURVEY

430 BREVARD AVE.

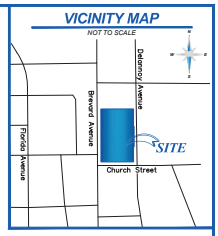
BREVARD COUNTY, COCOA, FLORIDA 32922

LOCATED IN: GOVERNMENT LOT 3,

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST

VICINITY MAP

NOT TO SCALE



SITE INFORMATION

N/F: ALLERAND COCOA, LLC
430 BREVARD AVE.
APN: 24-3633-39-B-8
85,231 ± SQUARE FEET, OR 1.957 ± ACRES

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2061-5685637, DATED JUNE 29, 2023 @ 8:00 AM

SCHEDULE A DESCRIPTION

PARCEL A:

LOTS 7 AND 9, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL B:

LOTS 11, 12, 13, 14, 15, AND 16, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT THE NORTH 15 FEET OF LOT 11 AND ALSO THE NORTH 15 FEET OF LOT 12, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THE LAND HEREIN DESCRIBED HAVING A FRONTAGE OF FIFTEEN (15) FEET ON BREVARD AVENUE AND FIFTEEN (15) FEET ON DELANNOY AVENUE, AND EXTENDING FROM BREVARD AVENUE TO DELANNOY AVENUE.

AND

A PART OF LOTS 18 AND 30, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH IS DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT EIGHTEEN (18) OF THE SUBDIVISION AFORESAID AND RUN SOUTH ON THE WEST LINE OF SAID BLOCK, THE EAST LINE OF BREVARD AVENUE, A DISTANCE OF 106.69 FEET TO THE SOUTHWEST CORNER OF BLOCK B, THENCE RUN EAST ON THE SOUTH LINE OF SAID BLOCK B, A DISTANCE OF (80) FEET; THENCE RUN NORTHERLY ACROSS LOTS TWENTY (20) AND EIGHTEEN (18) TO A POINT ON THE NORTH LINE OF LOT EIGHTEEN (18), WHICH IS 100 FEET EAST FROM THE WEST LINE OF SAID BLOCK, AND THENCE RUN WEST ON THE NORTH LINE OF SAID LOT EIGHTEEN, A DISTANCE OF 100 FEET TO THE NORTHWEST CORNER OF SAID BLOCK, THE POINT OF BEGINNING.

AND

ALL OF LOTS 17 AND 19 AND PORTIONS OF LOTS 18 AND 20, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF LOT SEVENTEEN (17) AND THENCE RUN WEST ON THE NORTH LINE OF LOTS SEVENTEEN (17) AND EIGHTEEN (18) TO A POINT WHICH IS 100 FEET EAST FROM THE NORTHWEST CORNER OF LOT EIGHTEEN (18); THENCE RUN SOUTHERLY ACROSS LOTS EIGHTEEN (18) AND TWENTY (20) TO A POINT ON THE SOUTH LINE OF BLOCK B, WHICH IS EIGHTY (80) FEET EAST FROM THE SOUTHWEST CORNER OF SAID BLOCK; AND THENCE RUN EAST ON THE SOUTH LINE OF LOTS NINETEEN (19) AND TWENTY (20) IN BLOCK B TO THE SOUTHEAST CORNER OF BLOCK B; THENCE NORTH ON THE WEST LINE OF SAID BLOCK B, A DISTANCE OF ONE HUNDRED SEVEN AND FOURTEEN HUNDREDTHS (107.14) FEET TO THE NORTHEAST CORNER OF LOT SEVENTEEN (17), THE POINT OF BEGINNING.

PARCEL C:

LOTS 8 AND 10 AND THE NORTH 15 FEET OF LOTS 11 AND 12, BLOCK B, DELANNOY'S ADDITION TO COCOA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

BEING THE SAME PROPERTY SURVEYED AS DESCRIBED IN A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2061-5685637, DATED JUNE 29, 2023 @ 8:00 AM

NOTES CORRESPONDING TO SCHEDULE B

10 — *10. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 53, PAGE 572, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.*
(AFFECTS, NO GUY WIRE AT SPECIFIED LOCATION)

11 — *11. AGREEMENT ESTABLISHING DIVIDING LINE, BY AND BETWEEN, THE BARNETT NATIONAL BANK OF COCOA, AND D.J. GIBBONS, AND VERA S. GIBBONS, AND N.B. COCOA CO., INC., RECORDED IN OFFICIAL RECORDS BOOK 114, PAGE 479, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.*
(AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

12 — *12. AGREEMENT ESTABLISHING DIVIDING LINE, BY AND BETWEEN, THE BARNETT NATIONAL BANK OF COCOA, AND FRANCIS A. LAROCHE AND ELIZABETH H. LAROCHE, RECORDED IN OFFICIAL RECORDS BOOK 114, PAGE 484, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.*
(AFFECTS, CONTAINS NO PLOTTABLE ITEMS)

13 — *13. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 3119, PAGE 1945, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.*
(AFFECTS, PLOTTED AND SHOWN)

GENERAL NOTES

1. COMPLETED FIELD WORK WAS DECEMBER 20, 2021.
2. DISTANCES SHOWN ON PLAT ARE GRID.
   COMBINED SCALE FACTOR (GRID TO GROUND) = 1.00004867436688
3. SOME FEATURES ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
4. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN AND ARE USED TO DENOTE ANGLES ONLY. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.
5. ANY SERVITUDE'S AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED TO SURVEYOR, AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDE'S AND RESTRICTIONS ARE SHOWN HEREON.
6. NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM BREVARD COUNTY TAX CARDS AND DEEDS.
7. THE NEAREST FIRE HYDRANT IS AS SHOWN ON SURVEY.
8. NO SURVEYOR OR ANY OTHER PERSON OTHER THAN A LICENSED FLORIDA ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THIS SURVEY ("THE SUBJECT PROPERTY"). THE PURPOSE OF THIS SURVEY, AND THE COMMENTS RELATED TO THE SCHEDULE B-II EXCEPTIONS, IS ONLY TO SHOW THE LOCATION OF BOUNDARIES AND PHYSICAL OBJECTIONS IN RELATION THERETO. TO THE EXTENT THAT THE SURVEY INDICATES THAT THE LEGAL INSTRUMENT "AFFECTS" THE SUBJECT PROPERTY, SUCH STATEMENT IS ONLY INTENDED TO INDICATE THAT PROPERTY BOUNDARIES INCLUDED IN SUCH INSTRUMENT INCLUDE SOME OR ALL OF THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT PURPORT TO DESCRIBE HOW SUCH INSTRUMENT AFFECTS THE SUBJECT PROPERTY OR THE ENFORCEABILITY OR LEGAL CONSEQUENCES OF SUCH INSTRUMENT.
9. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED DIMENSIONS UNLESS OTHERWISE NOTED HEREON. RECORD DIMENSIONS, IF DIFFERING FROM MEASURED DIMENSIONS, WILL BE FOLLOWED BY "(RM)" WHERE THE # INDICATES FROM WHICH REFERENCE DOCUMENT THE DIMENSION ORIGINATED.
10. TOTAL NUMBER OF STRIPED PARKING SPACES OBSERVED AT THE TIME OF THE SURVEY IS 69, WHICH INCLUDES 3 DESIGNATED ADA SPACES.
11. SURVEYOR NOTES THAT THE PROPERTY ABUTS THE RIGHT-OF-WAY OF BREVARD AVENUE, DELANNOY AVENUE & CHURCH STREET. ACCESS TO THE RIGHT-OF-WAY MAY BE SUBJECT TO OTHER AGREEMENTS OR PROPER GOVERNMENTAL APPROVALS.
12. THERE WAS NO EVIDENCE OF MONITOR WELLS, OR ANY TEST BORINGS ON THE SUBJECT PROPERTY AT THE TIME OF THE SURVEY.
13. AT TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY, ISOLATED GRAVE SITE OR BURIAL GROUNDS.
14. AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
15. ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS WITH ORIGINATING BENCHMARK NGS, VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET, CONTOURS SHOWN ARE 1FT.
    BENCHMARK ID: NGS NO1-1941
    PUBLISHED ELEVATION: 4.200'
16. IN RESPONSE TO TABLE A, ITEMS 16 AND 17, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS, AND NO KNOWN PROPOSED CHANGES IN RIGHT OF WAY LINES, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
17. THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF BREVARD AVENUE AND CHURCH STREET, WHICH IS AT THE SOUTHWESTERLY CORNER OF THE SUBJECT PROPERTY.
18. SURVEYOR DID NOT RECEIVE CURRENT DEEDS FOR ADJOINING PROPERTIES FROM THE TITLE INSURER. SURVEYOR OBTAINED THE DEED INFORMATION REFLECTED ON THIS SURVEY ON THEIR OWN. THE USER OF THIS SURVEY SHOULD CONSULT AN ATTORNEY OR TITLE INSURER TO VERIFY THE CURRENT DEED DESCRIPTIONS FOR ADJOINING PROPERTIES.
19. REFERENCE DOCUMENTS NOTED HEREON WERE OBTAINED BY THE SURVEYOR AND ANY AND ALL REPRESENTATIONS BASED THEREON SHOULD BE REVIEWED BY A LICENSED ATTORNEY OR TITLE INSURER FOR VERIFICATION.
20. DRAINAGE MANHOLES INACCESSIBLE AT THE TIME OF SURVEY.
21. AT THE REQUEST OF THE CLIENT NO RECENT FIELD VISIT WAS CONDUCTED. ANY CHANGES TO THE SITE SINCE (OUR ORIGINAL FIELD DATE) THE SURVEYOR IS UNAWARE AND THEY ARE NOT SHOWN HEREON.

UTILITY INFORMATION

THE UTILITIES SHOWN ON THIS DRAWING HEREON HAVE BEEN LOCATED BY FIELD MEASUREMENTS, UTILITY MAP DRAWINGS, AND ONE-CALL UTILITY LOCATE REQUEST. BLEW & ASSOCIATES MAKES NO WARRANTY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. CALL FLORIDA ONE-CALL AT (800) 432-4770 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES BEFORE DIGGING.

DIG TICKET NUMBER: 335104366

CITY OF COCOA-FIBER	(321) 433-8824
CITY OF COCOA-WATER	(321) 433-8824
CITY OF COCOA-SEWER	(321) 433-8824
CITY OF COCOA-ELECTRIC	(321) 433-8788
FLORIDA CITY GAS	(321) 288-1126
FLORIDA POWER & LIGHT-BREVARD	(800) 778-9140
MCI	(800) 624-9675
AT&T/DISTRIBUTION	(561) 683-2729
CHARTER COMMUNICATION	(800) 778-9140

811 Know what's below. Call before you dig.

UNDERGROUND UTILITY LINES SHOWN PER PRIVATE UTILITY LOCATE PERFORMED BY GROUND PENETRATING RADAR SYSTEMS, LLC ON FEBRUARY 4, 2022; UNLESS OTHERWISE NOTED.

PARKING INFORMATION

REGULAR= 66
HANDICAP= 3
TOTAL= 69

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12009C0429H, WHICH BEARS AN EFFECTIVE DATE OF 01/29/2021 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA AS PROVIDED ON FEMA'S WEBSITE (HTTP://MSC.FEMA.GOV). AS INDICATED BY A FIRMATTE, IT OUR UNDERSTANDING THAT THIS COMMUNITY DOES CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE X IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS PER GPS COORDINATE OBSERVATIONS FLORIDA STATE PLANE, EAST ZONE NAD83-2011, WHICH IS BASED OFF OF THE WEST LINE OF THE SUBJECT PROPERTY WHICH BEARS N00°38'23"W PER GPS COORDINATE OBSERVATIONS.

LATITUDE = 28°21'21.56178"
LONGITUDE = -80°43'30.80160"
CONVERGENCE ANGLE = 00°07'49.82103"

SIGNIFICANT OBSERVATIONS

— *PARKING LOT CURB APPEARS TO CROSS BOUNDARY LINE BY AS MUCH AS 1.7'*

ZONING INFORMATION

PROPERTY IS CURRENTLY ZONED:
CBD-CVO (CENTRAL BUSINESS DISTRICT (CB) - WATERFRONT OVERLAY DISTRICT, COCOA VILLAGE OVERLAY (CVO) SUB-DISTRICT)

ITEM	REQUIRED	OBSERVED
PERMITTED USE	Office/Bank	Office/Bank
MIN. LOT AREA	4,000 Sq. Feet	85,231 Sq. Feet
MIN. LOT WIDTH	40'	228'
MAX. BLDG COVERAGE	2.0FAR	N/A
MIN. SETBACKS FRONT	None	0'
MIN. SETBACKS SIDE	None	0.6'
MIN. SETBACKS REAR	None	N/A
MAX. BUILDING HEIGHT	65'	32.4'
PARKING REGULAR	58	66
PARKING HANDICAP	N/A	3
PARKING TOTAL	N/A	69

PARKING INFORMATION:
N/A

NOTES:
Because there may be a need for interpretation of the applicable zoning codes, we refer you to Brevard County for zoning laws and applicable codes.

ZONING PROVIDED BY:
Zoning Regulations can and do change, the local jurisdiction is the authoritative source and can be reached at:
Realm Zoning Report Project Number: 0000-21-0003-FL-Cocoa
Dodie Selig
Planning & Zoning Manager
dselig@cocoafl.org
Phone: 321-433-8510

Blew & Associates makes no warranty to the exact regulations or ordinances represented on the drawing hereon. The user of this survey should consult an attorney or title insurer to verify the zoning classification of the property as well as the applicable restrictions and requirements associated with such zoning classification.

SURVEYOR'S CERTIFICATE

TO: FRAMEWORK GROUP, LLC; 430 BREVARD, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY; AKERMAN LLP; & ALLERAND COCOA, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 6A, 6B, 7A, 7B1, 7C, 8, 9, 10, 11A, 11B, 13, 14, 16, 17, 18, & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 12/20/2021.

DATE OF PLAT OR MAP:

DAVID A. NIX
PROFESSIONAL SURVEYOR AND MAPPER: 7057
STATE OF FLORIDA
FLORIDA COA: LB8173

DAVID A. NIX — Florida Certificate Number 7057 — STATE OF FLORIDA — Professional Surveyor and Mapper

DATE	REVISION HISTORY	BY

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 23-5004	SURVEY DRAWN BY: JCH - 7/26/2023
SURVEY REVIEWED BY: P.G.J.	SHEET: 1 OF 2

ALTA/NSPS LAND TITLE SURVEY

430 BREVARD AVE.

BREVARD COUNTY, COCOA, FLORIDA 32922

LOCATED IN: GOVERNMENT LOT 3,

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST

N

W E

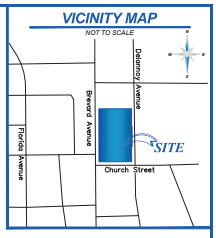
S

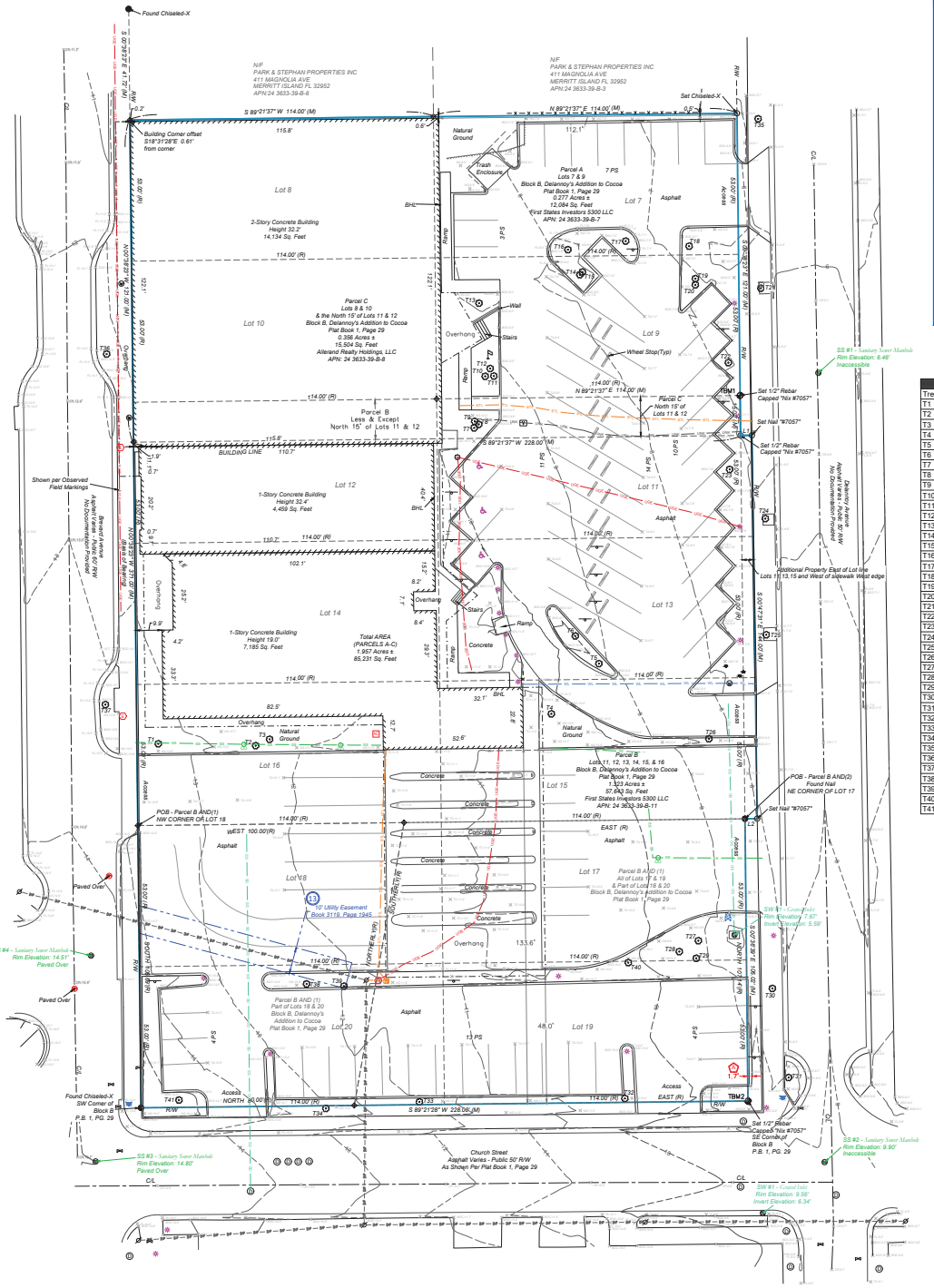
SCALE: 1" = 20'
GRAPHIC SCALE
0 10' 20' 40'

LINE	BEARING	DISTANCE
L1	N 89°21'37" E	4.26' (M)
L2	S 89°40'29" W	4.59' (M)

VICINITY MAP

NOT TO SCALE





Found Monument(As Noted)	NIF	Now or Formerly
Set Monument(As Noted)	R/W	Right-of-Way(s)
Computed Point	C/L	Centerline of Road
Temporary Benchmark	PS	Parking space(s)
Power Pole	BHL	Building Height Location
Light Pole	N.T.S.	Not to Scale
Electric Box	(M)	Measured/Calculated Dimension
Manhole(Unknown)	(R)	Record Dimension
Sanitary Sewer Manhole	CR:	Crown of Road
Drainage Manhole	EC:	Edge of Concrete
Clean Out	TA:	Top of Asphalt
Grated Inlet	TC:	Top of Concrete
Water Valve	TG:	Top of Gravel
Water Meter	TOP:	Top of Object
Fire Hydrant	TB:	Top of Bank
Irrigation Control Valve	TBM:	Temporary Benchmark
Air Conditioner	NG:	Natural Ground
Accessible Parking		
Flag Pole		
Utility Vault		
Sign		
Bollard		
Line Continues		
Telephone Box		
Electric Vault		
Property Line		
Parcel/Lot Line		
Right-of-Way		
Centerline of Road		
Utility Easement		
Overhead Power Line		
Underground Communications Line		
Underground Sanitary Sewer Line		
Underground Storm Drain Line		
Underground Water Line		
Unknown Underground Utility Line		
Underground Electric Line		
Fence		
Tree Line		

Tree Table

Tree ID	Type	Trunk Diameter	Canopy Diameter
T1	Palm	10	10
T2	Unknown	10	8
T3	Palm	14	6
T4	Palm	36	15
T5	Palm	5	5
T6	Oak	28	30
T7	Palm	7	8
T8	Palm	7	8
T9	Palm	7	8
T10	Palm	6	7
T11	Palm	6	7
T12	Palm	6	7
T13	Unknown	10	11
T14	Palm	6	7
T15	Palm	6	7
T16	Oak	20	19
T17	Palm	24	13
T18	Palm	9	10
T19	Palm	10	10
T20	Palm	10	10
T21	Oak	36	30
T22	Oak	24	25
T23	Oak	24	20
T24	Oak	24	20
T25	Oak	24	20
T26	Palm	10	8
T27	Palm	11	10
T28	Palm	11	10
T29	Palm	11	10
T30	Oak	32	25
T31	Oak	24	20
T32	Palm	36	15
T33	Palm	36	15
T34	Palm	36	15
T35	Oak	24	20
T36	Oak	36	30
T37	Oak	36	30
T38	Oak	36	30
T39	Oak	36	30
T40	Oak	36	24
T41	Oak	36	30

Elevation Benchmarks

Benchmark #1		Benchmark #2	
Type	1/2" Rebar	Type	1/2" Rebar
Northing	1461560.5030	Northing	1461295.5070
Easting	744472.2180	Easting	744475.2410
Elevation	6.69'	Elevation	10.12'

DATE	REVISION HISTORY	BY

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 23-5004	SURVEY DRAWN BY: JCH - 7/26/2023
SURVEY REVIEWED BY: P.G.J.	SHEET: 2 OF 2

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Jennifer Webster, Planning & Zoning Dept.
Attn: Accounting Division
City Of Cocoa (Te)
65 Stone St
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

07/01/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/01/2025

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost:	$266.96
Tax Amount:	$0.00
Payment Cost:	$266.96
Order No:	11439361
Customer No:	1127247
PO #:	

# of Copies: 1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad# 11439361 07/012025

CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN THAT
THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY
AND THE COCOA CITY COUNCIL
PROPOSE TO CONSIDER THE FOLLOWING:
PZ 23-02800005 430 BREVARD AVENUE MIXED USE DEVELOPMENT AGREEMENT
CONSIDERATION OF A DEVELOPMENT AGREEMENT APPROVING A CONCEPTUAL PLAN TO CONSTRUCT AN APPROXIMATELY 475,000 SQUARE-FOOT MIXED-USE PROJECT, WHICH SHALL INCLUDE NOT LESS THAN 220 UPSCALE RENTAL APARTMENTS AND COMMERCIAL AND RETAIL ON THE GROUND FLOOR AND A PARKING GARAGE. THE DEVELOPMENT AGREEMENT IS PROPOSED TO ALLOW A COMMERCIAL-MIXED USE LARGE BUILDING TYPE, WHICH MAY HAVE A MAXIMUM HEIGHT OF EIGHT (8) STORIES, AND PERMIT A DENSITY OF UP TO 125 DWELLING UNITS PER ACRE FOR THE AFFECTED PROPERTY. THE PROPERTY ADDRESS IS 430 BREVARD AVENUE, COCOA, FLORIDA, LOCATED AT THE INTERSECTION OF BREVARD AVENUE AND CHURCH STREET, CONSISTING OF TAX PARCEL ID NUMBERS 24-36-33-39-B-11, 24-36-33-39-B-8, AND 24-36-33-39-B-7.
PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY
PUBLIC HEARING WILL BE HELD ON
July 9, 2025
CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
July 22, 2025
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE
COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT
65 STONE STREET, COCOA, FL

General Notice Information:
This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk, Monica Arsenault, at least 48 hours prior to the meeting by telephone at (321) 433-8484 or via email at marsenault@cocoafl.org.
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https://www.cocoafl.gov/291/20338/City-Meetings
Interested persons may submit their written comments or questions prior to the meeting through Email at
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CITY COUNCIL AGENDA ITEM

Memo Date:	July 9, 2025
Agenda Date:	July 22, 2025
File ID:	2025-639
Prepared By:	Jennifer Webster, Senior Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Requesting the City Council **APPROVE** on second reading Ordinance 04-2025, amending the Zoning Ordinance of the City of Cocoa, relating to the regulation of alcoholic beverages.

BACKGROUND:

This is a City-initiated amendment to the City of Cocoa Zoning Ordinance, Appendix A, Zoning, of Article V – Definitions; Article XI. – District Regulations, Sec. 12 - District and Intent C-G, General Commercial (C-G); and Article XIII. – Supplementary District Regulations, Sec. 20 Alcoholic Beverages. The revisions in this amendment relate primarily to alcoholic beverage establishments.

In December of 2024, the City of Cocoa City Council directed staff to do the following:

- Amend the Zoning Ordinance to include a reference to the distancing restrictions provided in Florida Statutes § 562.45(2)(a) which states that a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the City approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided § 166.041(3)(c).

The City Council also directed staff to review the Zoning Ordinance regarding the sale of alcoholic beverages to establish additional location restrictions for liquor stores (package stores), and to further amend the Zoning Ordinance (Code) to define these and other related terms. Regarding location restrictions, Council directed staff to:

- Add a new minimum three hundred (300) foot distance requirement between locations for off-premises consumption of alcoholic beverages, specifically liquor stores and package stores selling beer and wine, and parks and playgrounds, schools, churches, or residential zones. Grocery stores and convenience stores shall not be subject to such separation requirements.

- Add parks and playgrounds to the existing list of uses with three hundred (300) foot distance requirements between locations for on-premises consumption of alcoholic beverages.

- Revise the method of measurement between properties for determining the distances between them with respect to the City's alcoholic beverage regulations. A

proposed revision would include that the distance be measured by drawing a straight line between the closest property lines of the respective properties used for the above purposes.

Council further directed staff not to issue Business Tax Receipts, building permits, development orders, or other land use approvals for uses that may conflict with the pending amendments.

Staff were tasked with determining the need and justification for the change, and the relationship of the proposed amendment to the purposes and objectives of the City of Cocoa Comprehensive Plan. Part of staff's analysis was also to determine if any of the Code revisions would create any over-restrictive or non-conforming conditions. This is further discussed in the Analysis section of the report.

SUMMARY OF CODE REVISIONS:

The changes directed by the City Council were the minimum requested changes. Staff engaged in a thorough review of the ordinance and has suggested additional changes as well. In summary, the proposed ordinance accomplishes the following: 1) imposing separation requirements for liquor stores and package stores from certain other uses; 2) imposing separation requirements between locations for on-premises consumption of alcohol and public parks and playgrounds; 3) updating the Zoning Ordinance to be consistent with state law regarding separation requirements between schools and locations for on-premises consumption of alcohol; 4) amending the method of measuring separation for purposes of alcoholic beverage regulations; 5) amending certain definitions to clarify the application of the alcoholic beverage regulations; 6) modifying the regulations pertaining to alcoholic beverage sales as an accessory use; and 7) amending the list of permitted and special exception uses in the General Commercial district (C-G) relating to alcoholic beverages.

In support of the separation distances for liquor stores, staff located a number of studies, which are referenced in the recitals of the proposed ordinance, which find that higher density or concentration of liquor stores leads to more frequent incidents of childhood accidents and abuse, violence, and crime.

Amending Appendix A, ART. V – Definitions, for Certain Definitions Relating to Alcoholic Beverage Regulations & Adding Definition for Alcoholic Beverages as an Accessory Use

This code amendment includes revising the following definitions with regard to the sale of alcoholic beverages: BAR; CONVENIENCE STORE, LOUNGE OR COCKTAIL LOUNGE; PACKAGE STORE; PACKAGE STORE, BEER AND WINE; and LIQUOR STORE. It also includes the addition of a definition for ESTABLISHMENT WITH ALCOHOL AS ACCESSORY USE.

- The definition of a BAR was amended adding language defining bottle clubs

consistently with Section 561.01 of the Florida Statutes, as well as adding language for types of establishments that include bars as a subordinate use.

- The definition of CONVENIENCE STORE was amended entirely as follows. This was primarily intended to differentiate liquor stores and convenience stores, which are not subject to separation requirements in the proposed ordinance.

- The definition of PACKAGE STORE was amended to be consistent with state law, specifically regarding sealed, original containers and that is must account for at least 51% of sales.

- The definition of PACKAGE STORE, BEER AND WINE was amended, similar to PACKAGE STORE, but limiting the sales to beer and wine.

- The definition of LIQUOR STORE was amended to say “see PACKAGE STORE”, as they are synonymous in the Zoning Code and are used interchangeably.

- The definition of LOUNGE OR COCKTAIL LOUNGE was amended to say “see BAR”, as they are synonymous in the Zoning Code and are used interchangeably.

- There has been an increase in popularity of establishments wishing to serve alcohol as a complement to another service, such as a beauty salon, and those that allow patrons to bring their own alcoholic beverages as a complement to the establishment’s primary activity, such as an arts and crafts workshop. Therefore, this code amendment includes the addition of a definition for ESTABLISHMENT WITH ALCOHOL AS ACCESSORY USE, distinguishing it from one that is a BAR which sells and serves alcohol on-premises as its primary use, or one that contains a BAR as a subordinate use. No special exception will be required for such uses:

  “A retail or service establishment which offers alcoholic beverages to its customers for consumption upon the premises as an accessory service or that allows customers to bring alcoholic beverages onto the premises for consumption as an accessory service; for example, a beauty salon which offers wine to customers while providing beauty services or an art studio that allows customers to bring a bottle of wine to consume while creating artwork; but consumption of alcohol is not the primary business. The retail or service establishment may not derive revenue from alcoholic beverage sales directly. Establishments with alcohol as an accessory use satisfying the above criteria shall not be considered a bar or lounge under this Ordinance. This provision shall not apply to convenience stores nor special event venues for hire that operate as a bottle club as defined in this Ordinance.”

Additional requirements for an ESTABLISHMENT WITH ALCOHOL AS ACCESSORY USE have been added to Section 20. – Alcoholic Beverages, described below.

Amending Appendix A, ART XI. Sec. 12 – District and Intent - C-G, General Commercial, as to the List of Uses:

As clarified above, “liquor store” and “package store” are synonymous, as are “bar” and “lounge”, so this amendment eliminates an existing conflict in the C-G zoning district:

(A) PRINCIPAL USES AND STRUCTURES.
(8) Liquor stores (retail) ~~and cocktail lounges.~~
(C) SPECIAL EXCEPTIONS.
(13) A bar or lounge, with or without a package store, ~~or a package store.~~

Amending Appendix A, ART XIII. – Supplementary District Regulations, Sec. 20. - Alcoholic Beverages

A. Restaurants and Adding Definition of Commercial Kitchen

In Section 20 (C)(2) of the Code, the number of seats that define a restaurant has been reduced from 40 to 20 seats. Also, the requirement of a restaurant to contain a kitchen to prepare and serve meals has been expanded to require a commercial kitchen, including the definition of such a kitchen:

“A commercial kitchen for purposes of this Section shall mean a facility located on the premises of a restaurant that is used for the daily preparation of cooked, full-course meals. Such a facility must include full kitchen infrastructure, consisting of commercial-grade burners, ovens, range hoods, and refrigeration units. These components shall be of a size, type, and quantity sufficient to serve the restaurant’s total occupancy, in accordance with applicable local and state regulations.”

This revision was prompted by frequent inquiries from local business owners to the Planning and Zoning Division seeking clarification on what qualifies as a kitchen for the purpose of distinguishing a restaurant—permitted to sell alcoholic beverages as an accessory use—from a bar or lounge, which requires approval through a special exception. Additionally, the section has been revised to clarify that, per Florida Statutes chapter 509, a restaurant must derive at least 51% of its sales from food and non-alcoholic beverages. An establishment that meets the above requirements to be considered a restaurant shall not require a special exception.

B. Establishment(s) with Alcohol as Accessory Use

This amendment also creates a new sub-section requiring that ESTABLISHMENT(s) WITH ALCOHOL AS ACCESSORY USE (as described by its new definition in ART. V), affirm that no revenue is derived from the accessory provision of alcohol, nor is it their primary business. These establishments shall not be subject to separation

requirements, and may not be converted into a bar without complying with the location requirements and all other requirements of the Zoning Code.

C. Restrictions as to Location (Distancing Requirements) and Method of Measurement

The current language of the ordinance defines distancing requirements from alcoholic beverage establishments with on-premises consumption (bars) to community uses such as schools, churches, and residential zones, as summarized for simplicity in the following table:

	Bar	CBD Bar
Schools	300	0
Churches	300	0
Res Zone	300	0

(There are currently no distancing requirements for bars located in the Central Business District (CBD)).

This ordinance's amendments include:

1) the addition of **parks** and **playgrounds** as properties from which minimum distancing will be required;

2) the addition of **"liquor store"** or **"package store"** as a type of alcoholic beverage establishment requiring minimum distancing from parks, schools, playgrounds, churches, and residential zones;

3) in compliance with Florida Statutes § 562.45(2)(a), "[…] a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school", the distancing for this type of establishment is increased from 300' to 500'. The separation distance from bars to the other community categories will remain 300'.

For clarity, an "Alcoholic Beverages Separation Measurement" table has been added to the Ordinance as follows:

Established Premises	Proposed Premises	
	On-Premises Consumption	Off-Premises Consumption (Liquor/Package Store)
Church	300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises
Public Park or Public Playground	300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises
Residential Zone	300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises
School	500 feet, measured from the school property line to the nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from the nearest point of the building or portion of a building which is the school to the nearest point of the building or portion of a building which is the proposed premises

Conversely, however, if the established premises is a liquor store, or bar, and the proposed premises is a church, the distance shall be measured from the nearest point of the building of the established premises to the nearest point of the building of the proposed church premises.

There are no distancing requirements for a proposed public community use from an established alcoholic beverage use, as these are considered part of public infrastructure which is dictated by the Comprehensive Plan. Furthermore, the text amendment does not create new distancing requirements for bars or package stores located in the CBD. However, they both are uses only allowed in the CBD by special exception. Therefore Board of Adjustment approval is still required for both a bar and a liquor store in the Central Business District.

An analysis was performed to determine if these changes would create any new non-conforming properties. This is further discussed in the Analysis section of the report.

ANALYSIS

I. Zoning Code

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the Planning Board shall consider and study:

a. The need and justification for the change.

Staff Finding: The proposed amendment is necessary to address public health and safety concerns associated with the potential over-concentration of liquor stores and other alcoholic beverage establishments within the City of Cocoa. Studies referenced in the ordinance indicate that neighborhoods with a higher density of liquor stores experience increased rates of childhood accidents, assaults, and child abuse injuries. These areas are also more likely to experience weakened social controls, contributing to elevated levels of crime and nuisance activity. Research further supports that a high density of alcohol outlets is directly associated with increased instances of violence and alcohol abuse.

The Center for Disease Control and Prevention has identified the relation of alcohol outlet density as an effective strategy to prevent excessive alcohol consumption and its related harms. The CDC recommends the use of zoning and licensing tools to control the number and proximity of alcohol-selling establishments. In response to these findings, the City of Cocoa has determined that regulating the location of liquor and package stores is in the best interest of the community and necessary to protect vulnerable populations, particularly youth and families. The proposed amendment also updates key definitions and establishes a more precise methodology for measuring separation distances, thereby improving clarity enforcement and consistency within the City's land use regulations.

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

Staff Finding: The proposed amendment is consistent with the City of Cocoa's Comprehensive Plan and supports several policies intended to promote public health, safety, and welfare. It also promotes land use compatibility by introducing separation standards between liquor stores and sensitive uses such as schools, churches and parks.

- **Alignment with Future Land Use Goals**

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

Goal 1.1 calls for the "thoughtful planned use and development of land... to protect public health, safety, welfare, and appearance." The proposed amendment is directly in line with this goal by implementing regulations that minimize the potential for adverse social and environmental impacts associated with alcohol outlet clustering.

- **Neighborhood Protection**

Objective 1.1.5: Neighborhood Protection. The City shall ensure that additional growth and development will be respectful of established neighborhoods that define much of the City's character.

Policy 1.1.5.3: The City's land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

- **Redevelopment Goals**

Objective 1.1.4: Redevelopment. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Objective 3.2.4: Neighborhood Preservation. The City of Cocoa shall promote neighborhood preservation through the continued application and enforcement of zoning district regulations, land development regulations, and nuisance abatement regulations.

Policy 3.2.4.1: The City shall provide for the protection of residential neighborhoods from secondary effects of nearby commercial development.

Objective 3.7.5: Community Revitalization. The City shall continue to support the revitalization of its Florida Enterprise Zone, its designated Florida Brownfield Area, the Diamond Square Redevelopment Area and the Heart of Cocoa Area concentrating on issues such as crime, economic development, and affordable housing.

These objectives and policies support redevelopment in ways that revitalize areas without contributing to decline. As excessive alcohol availability is linked to community deterioration, the proposed restrictions help sustain efforts to improve overall neighborhood conditions, particularly in the City's Community Redevelopment Areas (CRAs).

- **Promotes public safety and welfare through planning and regulation**

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

This policy directs that redevelopment and new development should occur in areas consistent with sound planning principles and with minimal natural or social constraints. Regulating alcohol outlet locations in relation to schools, parks, and other sensitive uses supports this principle by promoting safe environments for children and families.

This policy direction is not only a response to empirical public health concerns but also a proactive step in furthering the Comprehensive Plan's long-term vision for safe, vibrant, and well-regulated neighborhoods. By ensuring consistency between alcohol outlet locations and land use goals, this amendment represents a justified and strategic planning initiative.

II. Creation of Non-Conforming Uses

Staff performed an analysis of the revisions in this amendment with regard to the impact on existing businesses to determine if any new non-conforming uses would be created. A Non-conformity is defined in Appendix A, Article V of the Code as "any lot, use of land, use of structure, use of structure and premises or characteristics of any use which was lawful at the time of enactment of this ordinance but which does not conform with the provisions of the district in which it is located", and is regulated by Article X. – Nonconformities.

An analysis of the impact of the amendment, including the method of measurement from property line to property line, as City Council requested, regarding the creation of non-conforming uses provided the following results:

1. The addition of **parks** and **playgrounds** as properties from which a minimum distance of 300' will be required from alcoholic beverage establishments for on- and off-premises consumption using the method of measurement from property line to property line, does not create any new non-conforming uses. (See Exhibit A: City Wide Parks and Playgrounds / On- and Off-site Consumption).

2. The buffer distance between alcoholic beverage establishments with on-premises consumption and schools, increasing from 300' to 500', in compliance with the Florida Statute, using the method of measurement from property line to property line, creates one non-conforming use, a bar located at 238 Peachtree St, due to being less than 500' from a school. (See Exhibit B: City Schools / On-site Consumption).

3. The addition of **"liquor store"** or "**package store"** as a type of alcoholic beverage establishment requiring a minimum separation of 300' from parks, schools, playgrounds, churches, and residential zones, using the method of measurement from property line to property line, creates one new non-conforming use, a liquor store located at 1105 Clearlake Road, due to its less than 300-foot proximity to a residential zone. (See Exhibit C: Citywide Buffer Analysis with Residential Buffer Off-Premises Consumption Liquor & Package Stores).

Generally, most of the bars and only one package store are in the Central Business District, where there are no distancing requirements.

Regarding the two non-conforming uses that were created by this amendment, as stated above, a non-conforming use may continue, as long as it complies with the regulations set forth in Appendix A, Article X. of the City of Cocoa Zoning Code regarding Nonconformities.

Staff has determined that with the addition of **parks** and **playgrounds** to the list of community uses from which bars and package stores have location distancing requirements, and with the increased separation distance of 500' between bars and schools, and the addition of **package stores** as a type of alcoholic beverage establishment that has location distancing requirements, the City is taking steps necessary to address public health and safety concerns associated with the potential over-concentration of liquor stores and other alcoholic beverage establishments within the City.

However, in concern of being overly restrictive for future businesses, staff is recommending that the method of measurement described in the new table "Alcoholic Beverages Separation Measurement" be used, which in some cases, will still be measured from/to the building line. Regardless, residential zones, playgrounds, parks, and schools will be measured from their respective property lines, which results in an overall increase in separation from alcoholic beverage establishments.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
July 8, 2025: City Council approved the first reading of Ord. 04-2025 relating to the regulation of alcoholic beverages.
June 4, 2025: Planning and Zoning Board recommended City Council Approve Ord. 04-2025 relating to the regulation of alcoholic beverages.
December 23, 2024: City Council Notice to Proceed, Legislation in Progress
May 10, 2005: Ord. No. 13-05, Revising Sec. 20, the Alcoholic Beverage Ordinance
March 6, 1979: Ord. No. 2-79, Establishing Sec. 20, the Alcoholic Beverage Ordinance

RECOMMENDED MOTION:
Requesting the City Council **APPROVE** on second reading Ordinance 04-2025, amending the Zoning Ordinance of the City of Cocoa, relating to the regulation of alcoholic beverages.

ORDINANCE NO. 04-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQUIREMENTS BETWEEN LOCATIONS FOR ON-PREMISES CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ON-PREMISES CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Beverage Law of the state of Florida, specifically Section 562.45(2)(a), Florida Statutes, expressly provides that nothing in such Beverage Law may be construed to affect or impair the power or right of any incorporated municipality of the state to enact ordinances regulating the hours of business and location of place of business, and prescribing sanitary regulations therefor, of any licensee under the Beverage Law within the corporate limits of such municipality; and

WHEREAS, the City of Cocoa Zoning Ordinance, Appendix A, *Zoning*, Article XIII, *Supplementary District Regulations*, Section 20, *Alcoholic Beverages*, currently restricts the location of establishments permitting the on-premises sale and consumption of alcoholic beverages; and

WHEREAS, the City Council desires to amend the City of Cocoa Zoning Ordinance to establish additional location restrictions for liquor stores and package stores, and to further amend the Zoning Ordinance to define such terms; and

WHEREAS, the City Council of the City of Cocoa makes the following findings of fact:

- Neighborhoods with a higher density of liquor stores have higher numbers of childhood accidents, assaults, and child abuse injuries.[1]
- Liquor stores become places where social controls are weaker, increasing the likelihood of criminal and nuisance activities in the surrounding areas.[2]
- A high density of liquor stores is linked to higher levels of crime and violence.[3,4]
- According to the Centers for Disease Control and Prevention, regulating the number of places in a given area where alcohol may be legally sold is an effective way to prevent excessive alcohol use.[5]
- The Centers for Disease Control and Prevention recommend the use of regulatory authority, such as licensing and zoning restrictions, to limit alcohol outlet density due to the positive association between outlet density and excessive alcohol consumption and related harms.

WHEREAS, the City Council finds that, due to the association between an increased density of liquor stores in a neighborhood and an increase in alcohol abuse and related harms in that neighborhood, and due to the correlation between the density of liquor stores in a neighborhood and increased rates of crime in that neighborhood, it is in the best interest of the citizens of the City of Cocoa, in particular the youth of the City of Cocoa, to limit the density of liquor stores in the City by regulating where liquor stores can be located within City limits; and

WHEREAS, the Council desires to ensure that the youth and families of the City of Cocoa are limited in their exposure to liquor stores and the negative associations therewith and, therefore, the Council desires to amend the City of Cocoa Zoning Code to provide that liquor stores must be located at least 300 feet away from areas that children and families may frequent, such as schools, churches, and parks; and

WHEREAS, Florida Statutes § 562.45 provides that a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the

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[1] Freisthler, B., P. Gruenewald, L. Ring, and E. LaScala. (2008). An Ecological Assessment of the Population and Environmental Correlates of Childhood Accident, Assault, and Child Abuse Injuries. *Alcoholism: Clinical and experimental research*. 32(11): 1969-1975.

[2] Graham K. (2006). Isn't it time we found out more about what the heck happens around American liquor stores? *Addiction*. 101(5): 619–620.

[3] Lipton, R., and P. Gruenewald. (2002). The spatial dynamics of violence and alcohol outlets. *Journal of Studies on Alcohol*, 63: 187–195.

[4] Gruenewald, P, and L. Remer. (2006). Changes in Outlet Densities Affect Violence Rates. *Alcoholism: Clinical and Experimental Research*, 30(7): 1184–1193.

[5] Community Prevention Services Task Force, *Evidence-Based Strategies to Prevent Excessive Alcohol Consumption and Related Harms*, August 23, 2013, chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.thecommunityguide.org/media/pdf/Summary_Alcohol_Interventions082413.pdf (accessed January 16, 2025).

City approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided § 166.041(3)(c); and

WHEREAS, the City Council desires to amend the Code to include a reference to the distancing restrictions provided in Florida Statutes § 562.45, as may be amended; and

WHEREAS, the City Council desires to make further updates to the alcoholic beverage regulations of the City of Cocoa; and

WHEREAS, on the _____ day of _____, 2025, the City's Planning and Zoning Board/Local Planning Agency reviewed this Ordinance, held a public hearing, and recommended approval of this Ordinance; and

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

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and reflect the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Appendix A, *Zoning*, Articles V and XIII, of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion form this Ordinance of text appearing in Appendix A, Articles V and XIII. It is intended that the text in Appendix A, Articles V and XIII, shall remain unchanged from the language existing prior to the adoption of this Ordinance.

APPENDIX A – ZONING

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ARTICLE V. – DEFINITIONS

* * *

BAR. A retail establishment selling alcoholic beverages for consumption on the premises or an establishment, commonly known as a "bottle club," in the business of furnishing premises where alcoholic beverages may be consumed as defined in Section 561.01, Florida Statutes, as may be amended from time to time. A bar may include a retail establishment selling alcoholic beverages for consumption on the premises that is in conjunction with and subordinate to a permitted principal use such as a club, lodge, marina, golf course, stadium or other similar recreational use.

Bars shall not include restaurants or hotels serving alcoholic beverages as an accessory use as provided in Appendix A, Zoning, Article XIII, Section 20 of this Zoning Ordinance.

* * *

CONVENIENCE STORE. A retail store or shop which primarily sells items such as candy, ice cream, soft drinks, lottery tickets, newspapers, and magazines, along with a selection of processed food, various grocery and healthcare products, and miscellaneous items. Convenience stores may also sell at retail gasoline or other volatile fuel provided that the sale of fuel is incidental to the sale of other items and does not constitute the primary business of the store. Convenience stores may sell at retail alcoholic beverages provided that the sale of alcoholic beverages is incidental to the sale of other items and does not constitute the primary business of the store. A convenience store shall be a freestanding, single-occupancy structure. The store size shall be approximately 5,000 square feet in area or less.

~~A store selling at retail items such as food and drinks, books, magazines, newspapers, notions and sundries; which store is open to the public for extended periods of time for the customer's convenience before or after normal shopping hours. Convenience stores may also sell at retail gasoline or other volatile fuel provided that the sale of fuel is incidental to the sale of other items and does not constitute the primary business of the store and provided that all other specific district regulations of the zoning ordinance are met. Convenience stores are sometimes referred to as "7-11," "Step Savers," "Jiffy Stores," or "Zippy Marts." A convenience store shall be in a freestanding, single-occupancy structure.~~

* * *

ESTABLISHMENT WITH ALCOHOL AS ACCESSORY USE. A retail or service establishment which offers alcoholic beverages to its customers for consumption upon the premises as an accessory service or that allows customers to bring alcoholic beverages onto the premises for consumption as an accessory service; for example, a beauty salon which offers wine to customers while providing beauty services or an art studio that allows customers to bring a bottle of wine to consume while creating artwork; but consumption of alcohol is not the primary business. The retail or service establishment may not derive revenue from alcoholic beverage sales directly. Establishments with alcohol as an accessory use satisfying the above criteria shall not be considered a bar or lounge under this Ordinance. This provision shall not apply to convenience stores nor special event venues for hire that operate as a bottle club as defined in this Ordinance.

* * *

LOUNGE OR COCKTAIL LOUNGE. ~~A retail establishment selling alcoholic beverages for consumption on the premises or an establishment, commonly known as a "bottle club," in the business of furnishing premises where alcoholic beverages may be consumed.~~ See bar.

* * *

PACKAGE STORE. A retail establishment ~~selling~~ which primarily sells alcoholic beverages containing more than one percent (1%) of alcohol by weight only in sealed, original containers for consumption off premises, not limiting such beverage sales to beer and wine except where specifically stated in the Zoning Ordinance. A retail establishment where fifty-one percent (51%)

or greater of the business' gross revenue derives from the sale of such alcoholic beverages shall be considered a package store. Package stores shall not include convenience stores or grocery stores. ~~for consumption off the premises and not limiting such beverage sales to beer and wine.~~

PACKAGE STORE, BEER AND WINE. A retail establishment ~~selling~~ which primarily sells alcoholic beverages containing more than one percent (1%) of alcohol by weight only in sealed, original containers for consumption off premises and such alcoholic beverages being limited to beer and wine only. ~~for consumption off the premises but limiting such beverages to beer and wine~~. A retail establishment where fifty-one percent (51%) or greater of the business' gross revenue derives from the sale of such beer and wine shall be considered a package store, beer and wine. Package stores, beer and wine shall not include convenience stores or grocery stores.

* * *

LIQUOR STORE. See Package Store.

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 12. District and intent—C-G, General Commercial District.

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

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

* * *

(8) Liquor stores (retail) ~~and cocktail lounges~~.

* * *

(C) SPECIAL EXCEPTIONS.

* * *

(13) A bar or lounge, with or without a package store~~, or a package store~~.

* * *

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 20. – Alcoholic Beverages.

(A) BARS AND LOUNGES AS SPECIAL EXCEPTION. The sale of alcoholic beverages in a bar or cocktail lounge may be allowed as a special exception by the board of adjustment where required by this Zoning Ordinance and provided all other requirements for a special exception are met. ~~and this use is in conjunction with and subordinate to a permitted principal use as a club, lodge, marina, golf course, stadium or other similar recreational use.~~

(B) HOTELS AND MOTELS; ALCOHOLIC BEVERAGE SALES AS ACCESSORY USE. Providing a hotel or motel has at least sixty (60) rooms, the sale of alcoholic beverages for on-premises consumption shall be allowed as an accessory use and, in such cases, the provisions of paragraph ~~(D)~~ (F) of this section shall not apply and shall not require special exception approval.

(C) RESTAURANTS; ALCOHOLIC BEVERAGE SALES AS ACCESSORY USE. Providing a restaurant meets the following requirements, the sale of alcoholic beverages for on-premises consumption shall be allowed as an accessory use and in such cases, the provisions of paragraph ~~(E)~~ (F) of this section shall not apply and shall not require special exception approval:

(1) The restaurant must have seating accommodations at tables for at least ~~forty (40)~~ twenty (20) persons, excluding seats or stools in a bar or lounge area. For purposes of satisfying this requirement, any restaurant seeking an exemption under subsection (C) shall obtain written confirmation and approval from the fire inspector that such restaurant is lawfully providing seating at tables for at least ~~forty (40)~~ twenty (20) people.

(2) The facility must contain a commercial kitchen to prepare and serve meals when open for business. A commercial kitchen for purposes of this Section shall mean a facility located on the premises of a restaurant that is used for the daily preparation of cooked, full-course meals. Such a facility must include full kitchen infrastructure, consisting of commercial-grade burners, ovens, range hoods, and refrigeration units. These components shall be of a size, type, and quantity sufficient to serve the restaurant's total occupancy, in accordance with applicable local and state regulations.

(3) The restaurant must derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to chapter 509, Florida Statutes.

(D) ESTABLISHMENTS WITH ALCOHOL AS AN ACCESSORY USE GENERALLY. Except for hotels and motels and restaurants as provided herein, establishments with alcohol as an accessory use shall provide the city with an affidavit affirming that the service of alcohol to patrons on the premises or allowing customers to bring alcohol onto the premises for consumption shall not be the primary business of the establishment and no revenue is derived from the sale of alcoholic beverages directly. Establishments with alcohol as an

accessory use shall not be subject to the location requirements of paragraph (F) of this section; however, an establishment with alcohol as an accessory use shall not convert to a location for the on-premises sale and consumption of alcoholic beverages as a principal use without first complying with the location requirements of paragraph (F) of this section and all other requirements of this Ordinance.

(E) CITY OWNED FACILITIES. With the approval of the City Manager, the sale and on-premises consumption of alcoholic beverages at City owned facilities used for public purposes shall be permitted without regard to the minimum distance required of this section.

~~(E)~~(F) RESTRICTIONS AS TO LOCATION.

(1) No license for the on-premises sale and consumption of alcoholic beverages containing more than one percent (1%) alcohol by weight shall be granted or permission given where the proposed premises is within three hundred (300) feet of an established ~~school,~~ church, public park or playground, or residential zone; nor shall a church ~~or school~~ be granted a license or permitted to begin operations where the proposed church ~~or school~~ is within three hundred (300) feet of an established premises which is licensed for the sale and on-premises consumption of alcoholic beverages containing more than one percent (1%) alcohol by weight.

(2) Pursuant to Florida Statutes § 562.45, as may be amended from time to time, except for locations licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to chapter 509, Florida Statutes, a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school, unless the City approves of the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in Florida Statutes § 166.041(3)(c), as may be amended.

(3) No license for a liquor store or package store shall be granted or permission given where the proposed liquor store or package store is located within three hundred (300) feet of an established school, church, public park or playground, or residential zone; nor shall a church be granted a license or permitted to begin operations where the proposed church is within three hundred (300) feet of the established premises of a liquor store or package store.

~~(2)~~ (4) Such distances shall be measured ~~by a straight line from the nearest point of the building or portion of a building which is the proposed premises, to the nearest point of the building or portion of a building which is the established premises.~~ as provided in Table 1 – Alcoholic Beverages Separation Measurement, below. Said distances shall be verified by a survey prepared by a Florida registered land surveyor, paid for by the property owner or applicant of the proposed premises, and provided to the Community Development Department for review. Separation distances shall not apply in certain circumstances as provided in subsection (F)(6).

TABLE 1 – Alcoholic Beverages Separation Measurement

Established Premises	**Proposed Premises**	
	On-Premises Consumption	**Off-Premises Consumption (Liquor/Package Store)**
Church	300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from the nearest point of the building or portion of a building which is the church to the nearest point of the building or portion of a building which is the proposed premises
Public Park or Public Playground	300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from park/playground property line to nearest point of the building or portion of a building which is the proposed premises
Residential Zone	300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from residential zone boundary to nearest point of the building or portion of a building which is the proposed premises
School	500 feet, measured from the school property line to the nearest point of the building or portion of a building which is the proposed premises	300 feet, measured from the nearest point of the building or portion of a building which is the school to the nearest point of the building or portion of a building which is the proposed premises

If the established premises is a liquor store, package store, or a location for the on-premises sale and consumption of alcoholic beverages containing more than one percent (1%) alcohol by weight and the proposed premises is a church, the distance

shall be measured from the nearest point of the building or portion of a building which is the established premises to the nearest point of the building or portion of a building which is the proposed church premises.

~~(3)~~ (5) An "established premises" will be recognized only if the business, church or school to be operated has obtained and passed all certificate of occupancy inspection for its premises and use.

~~(4)~~ (6) There shall be no required minimum distance between premises selling alcoholic beverages, whether for on-premises or off-premises consumption, and the ~~building~~ property line of a school, public park or playground, church, or residential zone when the premises: is located in the CBD [district]; or is located within a shopping center building of twenty thousand (20,000) square feet or more~~, or is licensed strictly for off-premise consumption, such as grocery stores, convenience stores, liquor stores, etc~~.

~~(5)~~ (7) A variance may be granted from the three hundred (300) foot rule if the applicant shows the premises (1) was historically used as an establishment licensed for the on-premises consumption of alcoholic beverages~~,~~ or a church~~, or a school~~, and (2) meets the criteria provided in Appendix A, Article XVII, Section 3 of this Code.

* * *

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

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

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

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

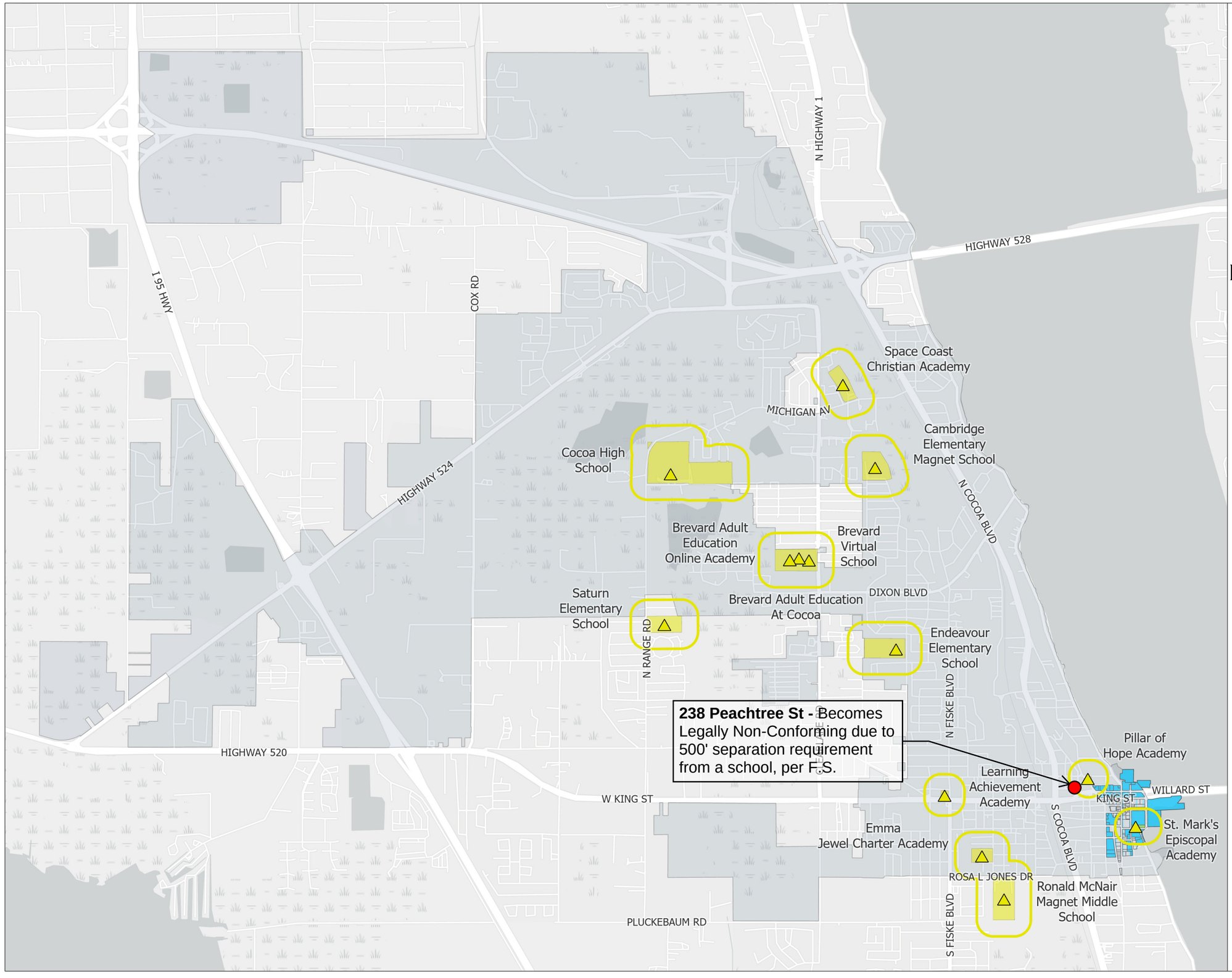
ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

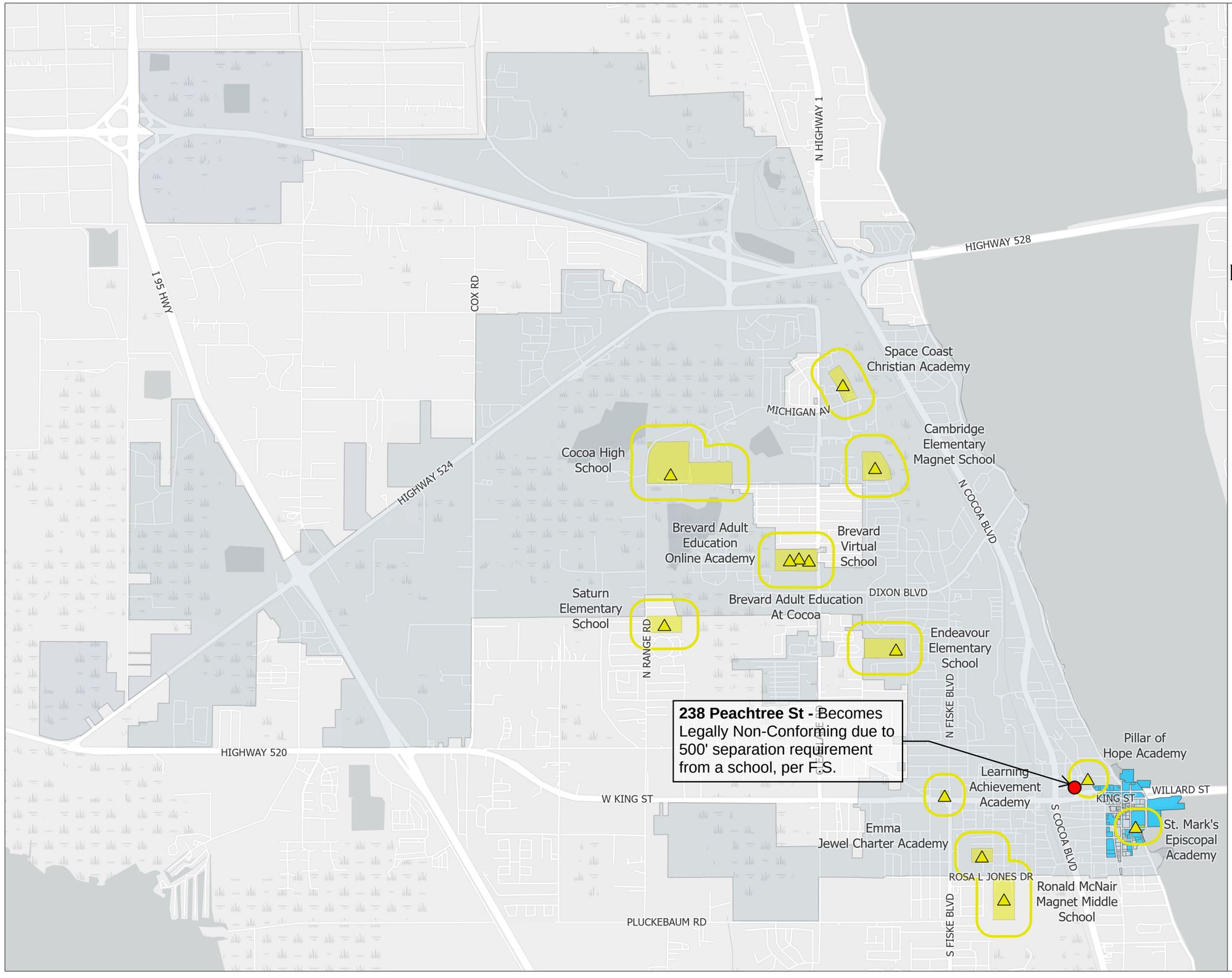
_____
MICHAEL C. BLAKE
Mayor

ATTEST:

_____
MONICA ARSENAULT
City Clerk

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


I 95 HWY
COX RD
N HIGHWAY 1
HIGHWAY 528
HIGHWAY 524
HIGHWAY 520
MICHIGAN AV
Space Coast
Christian Academy
Cocoa High
School
Cambridge
Elementary
Magnet School
N COCOA BLVD
Brevard Adult
Education
Online Academy
Brevard
Virtual
School
Brevard Adult Education
At Cocoa
DIXON BLVD
Saturn
Elementary
School
N RANGE RD
Endeavour
Elementary
School
N FISKE BLVD
238 Peachtree St - Becomes Legally Non-Conforming due to 500' separation requirement from a school, per F.S.
Pillar of
Hope Academy
Learning
Achievement
Academy
WILLARD ST
KING ST
W KING ST
S COCOA BLVD
St. Mark's
Episcopal
Academy
Emma
Jewel Charter Academy
ROSA L JONES DR
Ronald McNair
Magnet Middle
School
S FISKE BLVD
PLUCKEBAUM RD
N
COCOA
FLORIDA
CITYWIDE SCHOOLS ON-PREMISES CONSUMPTION
May 29, 2025
Establishment
Bar (1)
School (13)
Property Boundaries
School
Buffer
School 500ft
Cocoa Zoning
CBD - Central Business
CBD-CVO - Central Business Cocoa Village Overlay
Cocoa City Boundary
0
0.5
1 Mile
P20250505-177001.0.4



N

COCOA
FLORIDA

Citywide Schools On-Premises Consumption

May 29, 2025

Establishment
- Bar (1)
- School (13)

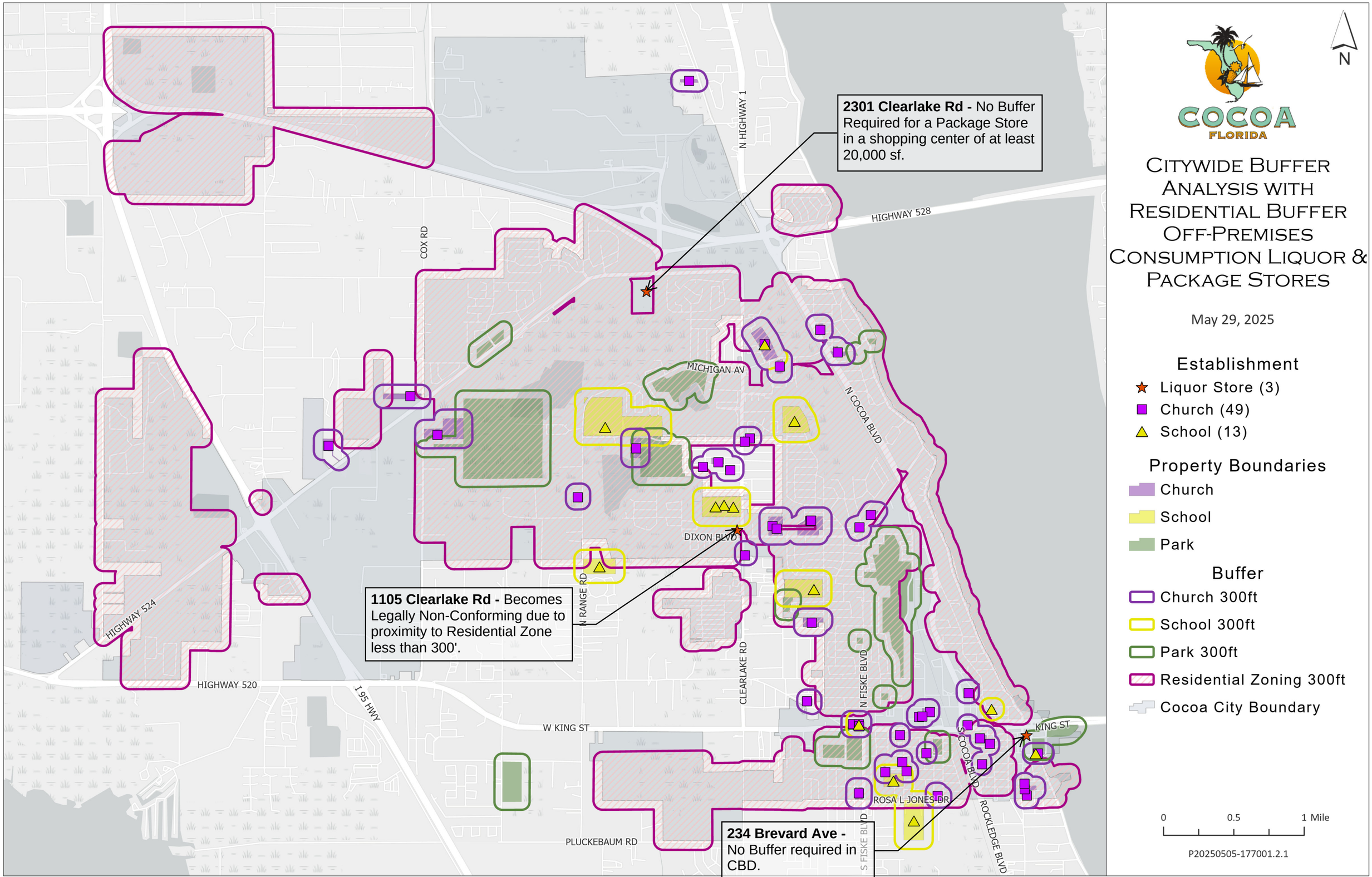
Property Boundaries
- School

Buffer
- School 500ft

Cocoa Zoning
- CBD - Central Business
- CBD-CVO - Central Business Cocoa Village Overlay
- Cocoa City Boundary

0 0.5 1 Mile

P20250505-177001.0.4


2301 Clearlake Rd - No Buffer Required for a Package Store in a shopping center of at least 20,000 sf.
1105 Clearlake Rd - Becomes Legally Non-Conforming due to proximity to Residential Zone less than 300'.
234 Brevard Ave - No Buffer required in CBD.
N HIGHWAY 1
HIGHWAY 528
COX RD
MICHIGAN AV
N COCOA BLVD
DIXON BLVD
N RANGE RD
CLEARLAKE RD
N FISKE BLVD
S COCOA BLVD
KING ST
ROSA L JONES DR
ROCKLEDGE BLVD
S FISKE BLVD
HIGHWAY 524
HIGHWAY 520
I 95 HWY
W KING ST
PLUCKEBAUM RD
N
COCOA
FLORIDA
CITYWIDE BUFFER ANALYSIS WITH RESIDENTIAL BUFFER OFF-PREMISES CONSUMPTION LIQUOR & PACKAGE STORES
May 29, 2025
Establishment
Liquor Store (3)
Church (49)
School (13)
Property Boundaries
Church
School
Park
Buffer
Church 300ft
School 300ft
Park 300ft
Residential Zoning 300ft
Cocoa City Boundary
0
0.5
1 Mile
P20250505-177001.2.1

CITY OF COCOA NOTICE OF PUBLIC HEARING

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

**ALCOHOLIC BEVERAGE ORDINANCE AMENDMENT|
ORD 04-2025**

SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQURES BETWEEN LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

**CITY COUNCIL PUBLIC HEARING WILL BE HELD ON
July 22, 2025**

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

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

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

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:
The public may inspect the agenda items, ordinances, and supporting documents at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451, or on the City's website at the following link prior to the meeting: https://www.cocoafl.gov/291/20338/City-Meetings

Interested persons may submit their written comments or questions prior to the meeting through Email at cityclerk@cocoafl.gov.

Viewing In Real Time. Interested persons may view and listen to the hearings live at the following internet address: https://www.cocoafl.gov/291/20338/City-Meetings The City is not responsible for technical difficulties that may occur while viewing or listening online.

FT-42210793

THE CITY OF COCOA

BUSINESS IMPACT ESTIMATE
PURSUANT TO F.S. 166.041(4)

This form should be included in the agenda packet with the proposed ordinance to be considered. It must be posted on the City's website by the time notice of the proposed ordinance is published pursuant to Section 166.041(3)(a), Florida Statutes.

City Council Meeting Dates: July 8, 2025
Ordinance Number: 04-2025
Posted To Webpage: 6/24/2025
Revised and Reposted: 6/30/2025

Alcoholic Beverage Ordinance Amendment

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA, RELATING TO REGULATION OF ALCOHOLIC BEVERAGES; IMPOSING SEPARATION REQUIREMENTS FOR LIQUOR STORES AND PACKAGE STORES FROM CERTAIN OTHER USES; IMPOSING SEPARATION REQUREMENTS BETWEEN LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL AND PUBLIC PARKS AND PLAYGROUNDS; UPDATING THE ZONING ORDINANCE TO BE CONSISTENT WITH STATE LAW REGARDING SEPARATION REQUIREMENTS BETWEEN SCHOOLS AND LOCATIONS FOR ON-PREMISE CONSUMPTION OF ALCOHOL; AMENDING THE METHOD OF MEASURING SEPARATION FOR PURPOSES OF ALCOHOLIC BEVERAGE REGULATIONS; AMENDING CERTAIN DEFINITIONS TO CLARIFY THE APPLICATION OF THE ALCOHOLIC BEVERAGE REGULATIONS; MODIFYING THE REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGE SALES AS AN ACCESSORY USE; AMENDING THE LIST OF PERMITTED AND SPECIAL EXCEPTION USES IN THE GENERAL COMMERCIAL DISTRICT (C-G) RELATING TO ALCOHOLIC BEVERAGES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

__ 1. Ordinances required for compliance with federal or state law or regulation;

__ 2. Ordinances relating to the issuance or refinancing of debt;

__ 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

__ 4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;

__ 5. Emergency ordinances;

__ 6. Ordinances relating to procurement; or

__ 7. Ordinances enacted to implement the following:

__ a. Development orders and development permits, as those terms are defined in Section 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

__ b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;

__ c. Sections 190.005 and 190.046;

__ d. Section 553.73, relating to the Florida Building Code; or

__ e. Section 633.202, relating to the Florida Fire Prevention Code.

Part I.

Summary of the proposed ordinance and statement of public purpose:
(Address the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City of Cocoa.)

The City of Cocoa is proposing an amendment to its Zoning Ordinance to strengthen and clarify regulations regarding the sale and consumption of alcoholic beverages. This ordinance introduces updated definitions, location-based separation requirements, and measurement methods for determining compliance. It also ensures alignment with state law regarding proximity restrictions to schools and expands the zoning regulations for alcoholic beverages sales as accessory uses.

The primary public purpose of the ordinance is to promote the health, safety, and general welfare of the community-particularly youth and families-by reducing the density of liquor and package stores and regulating the proximity of alcohol-serving establishments to sensitive community spaces such as schools, churches, parks, and playgrounds. Research

cited in the ordinance links a higher density of liquor stores with increased risks of alcohol abuse, crime, and social harm. The ordinance seeks to minimize these impacts through zoning controls.

Part II.
Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Cocoa: (*fill out subsections a-c as applicable, if not applicable write "not applicable")*

(a) Estimate of direct compliance costs that businesses may reasonably incur if the proposed ordinance is enacted:

The ordinance may impose compliance costs for affected businesses such as costs associated with verifying distance requirements, land surveys by licensed professionals, or costs of applying for a variance if existing location requirements are not met to the extent available in accordance with the ordinance. Existing business made nonconforming by this ordinance are not immediately required to relocate but will be subject to the City's nonconformities code.

_____

(b) Identification of any new charges or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

The ordinance does not introduce new charges or fees on business. However, businesses seeking zoning verification or variances may incur normal administrative fees already established in the City's fee schedule.

_____

(c) An estimate of the City of Cocoa's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs. There are no anticipated regulatory costs to be incurred, or new revenue to be generated by the City of Cocoa under this ordinance.

Regulatory costs are expected to be absorbed within the existing operations of the Community Development Department and Planning and Zoning. Any minor administrative costs, such as staff time to review zoning requirements on Business Tax Receipts, Special Exception and any other application trigger by this ordinance, will be offset by standard application
fees._____
_

Part III.
Good faith estimate of the number of businesses likely to be impacted by the ordinance

The businesses impacted by this ordinance will be liquor stores and package stores as defined by the ordinance, and locations engaging in on-premise consumption of alcoholic beverages. Per staff research, there were a total of two businesses concluded to be made non-conforming as a result of this ordinance, as such, these businesses will be subject to **Appendix A - Zoning Article X. - Nonconformities Sec. 4. - Nonconforming uses of land**.

Part IV. Additional Information the City Council may find useful (if any):
The proposed ordinance is the culmination of the efforts of staff to follow direction given by the City of Cocoa City Council to revise the alcoholic beverages ordinance during the December 23, 2024 City Council meeting. This ordinance reflects a comprehensive review of current zoning standards and public health data regarding the impact of alcohol outlet density on communities.

This Business Impact Estimate may be revised following its initial posting.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 14, 2025
Agenda Date:	July 22, 2025
File ID:	2025-690
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Pass on First Reading of Ordinance 07-2025 to adopt the updated Redevelopment Plan for the Cocoa Community Redevelopment Agency.

BACKGROUND:

CRA Plan Update Approval Process

Under the Community Redevelopment Act of 1969 ("Act"), the procedural requirements governing the modification of redevelopment plans are governed by Section 163.361, Florida Statutes.

An ad was placed in the Florida Today on June 24, 2025 with notification of the proposed plan modifications for public comment, advertising the Planning and Zoning meeting on July 9, 2025 (LPA review) and the City Council meeting on July 22, 2025 (First Reading). Prior to the CRA's consideration of an update to the Redevelopment Plan, the City's Land Planning Agency ("LPA"), must review the proposed Plan modifications for conformance with the City's Comprehensive Plan. The Act requires that the Plan be consistent with the City's Comprehensive Plan. See §163.360(2)(a), Fla. Stat. Importantly, the LPA's role in the Redevelopment Plan update process is solely to consider whether the proposed amendments are consistent with the City's Comprehensive Plan.

The Planning & Zoning Board reviewed the Cocoa CRA updated Redevelopment Plan for consistency with the City's Comprehensive Plan at a Public Meeting held on July 9, 2025. The P&Z Board made a recommendation to accept the Cocoa CRA updated Redevelopment Plan with no comments or amendments to the City Council meeting on July 22, 2025.

The City Council will then consider adopting an ordinance with the Plan modifications and shall be required to provide notice of the modifications, prior to adoption, to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographical boundaries of the Agency's redevelopment area. Notice was provided to each taxing authority with no comments submitted as part of the notification.

Cocoa CRA Plan
Previous Plans

The 2018 Cocoa CRA Redevelopment Plan Update is a culmination of the 1997 Cocoa

Redevelopment Plan, the 2008 Cocoa Waterfront Master Plan and the Five-Year Cocoa Waterfront Master Plan Update, as well as the recommendations in the 2017 Cocoa CRA Parking Study. The Plan contains the following four (4) sections:

- Background and History of the Cocoa Redevelopment Agency
- Existing Conditions Analysis
- Community Goals, Objectives, and Policy
- The Long-Range Master Plan

The Updated CRA Goals support the overall vision of the Cocoa CRA and align with the City-wide initiatives by enhancing placemaking, improving connectivity, diversifying housing options, and fostering economic development and resilience.

Invest in Placemaking Initiatives - Create a vibrant and accessible environment in the Cocoa CRA through placemaking initiatives that celebrate the area's history and foster a strong sense of community. This goal focuses on enhancing Cocoa Village's identity as a historical and artistic destination, increasing cultural tourism, activating underutilized spaces, enhancing the waterfront and building pride. These efforts will create a revitalized public realm that supports recreation, connectivity and community engagement.

Improve Connectivity - Establish a place where residents and visitors can move freely and safely, while interacting with local attractions, businesses ,events and each other. All modalities should be considered in the design of Cocoa's streetscapes, including people walking, biking, rollerblading, skateboarding, people using accessibility aids, e-scooters, e-bikes, golf carts, and people arriving via the Brightline train.

Diversify and Improve Housing Stock - Prioritize the development of high quality, diverse housing options within the Cocoa CRA to support a resilient community. This includes encouraging the development of missing middle housing options, restoring underutilized building space for residential use and focuses on improving the aesthetic of both residential and commercial properties through added paint and beautification grants, as well as promoting façade improvement programs to enhance the overall appeal and livability of the area.

Foster Sustainable Economic Development - Foster sustainable economic growth in the Cocoa CRA by supporting businesses, encouraging mixed-use development, and enhancing the area’s appeal to investors, visitors, and residents. This goal includes attracting niche businesses through targeted outreach strategies and providing innovative support programs. It also promotes mixed-use development by offering incentives, zoning adjustments, and fostering relationships with high-quality developers. Additionally, it focuses on enhancing the area’s appeal, activating the waterfront, and pursuing redevelopment opportunities that support local economic prosperity.

Strengthen Resilience - Strengthen the resilience of the Cocoa CRA by upgrading infrastructure and Waterfront development to better withstand the impacts of rising sea levels and extreme weather events. The goal also emphasizes the protection of vulnerable residential and historic buildings, reducing the risk of damage to vulnerable populations and significant features from flooding and other climate-related challenges.

Future Land Use Element

CRA Goals
Diversify Housing Stock, Improve Connectivity

Consistency with the Comprehensive Plan

Policy 1.1.4.6: The City shall redevelop affordable housing in the Cocoa (Downtown) Redevelopment Area through rehabilitation programs and shall redevelop vacant lots for housing in residential areas by, for example, developing an affordable housing bonus program with the private sector.

Policy 1.1.9.2: The City shall promote walking, bicycle, riding and use of public transit by requiring compact design, shared facilities between adjacent or nearby uses, and providing for interconnected walkways, bicycle ways and parking, and bus stops as part of development approvals, where applicable.

Recreation and Open Space Element

CRA Goals
Invest in Placemaking Initiatives

Consistency with the Comprehensive Plan

Policy 10.1.2.4: The City will consider the siting of future Neighborhood Parks based on walkable distance from residential dwellings to ensure an adequate dispersal of parks throughout the City.

Coastal Management Element

CRA Goals
Strengthen Resilience

Consistency with the Comprehensive Plan

Policy 9.1.4.5: The City shall promote strategies and site development techniques with existing and new marinas to reduce impacts from sea level rise, flooding and storm surge such as, but not limited to, natural shorelines, dry or wet flood proofing, elevation of structures and infrastructure, and floating docks.

Future Land Use Element

CRA Goals
Foster Sustainable Economic Development

Consistency with the Comprehensive Plan

Policy 1.2.2.2: The City shall develop residential and commercial design standards to ensure attractive, compatible, safe, high-quality development and to encourage Crime Prevention Through Environmental Design (CPTED) principles in order to increase the safety of commercial and residential development.

Recommendation on whether the draft of the updated Cocoa Community Redevelopment Agency Redevelopment Plan and Diamond Square Community Redevelopment Agency Redevelopment Plan is consistent with the City's Comprehensive Plan pursuant to the requirements of law.

Staff recommends Council pass the First Reading of the updated Cocoa CRA Redevelopment Plan for consideration at the August 12, 2025, City Council meeting (2nd reading - adoption hearing).

PRIORITY AREA CONNECTION:
Economic and Community Development
Organizational Effectiveness

BUDGETARY IMPACT:

PREVIOUS ACTION:
The Planning and Zoning Board approved the Cocoa Community Redevelopment Agency's updated Redevelopment Plan with no comments or amendments at the July 9, 2025 meeting.

RECOMMENDED MOTION:
Pass on First Reading of Ordinance 07-2025 to adopt the updated Redevelopment Plan for the Cocoa Community Redevelopment Agency.

LocaliQ
Florida
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Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	Brian Dale
Contact Phone:	
Contact Email:	bdale@cocoafl.gov
PO Number:	

Date:	06/20/2025
Order Number:	11424641
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	98.0000
Height in Inches:	8.1100

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	06/24/2025 - 06/24/2025	Govt Public Notices
BRE floridatoday.com	1	06/24/2025 - 06/24/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$204.86
Tax Amount	$0.00
Service Fee 3.99%	$8.17
Cash/Check/ACH Discount	-$8.17
Payment Amount by Cash/Check/ACH	$204.86
Payment Amount by Credit Card	$213.03

Order Confirmation Amount	**$204.86**

Ad Preview

Ad#11424641 06/24/2025

CITY OF COCOA NOTICE OF PUBLIC HEARINGS FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY (CRA) REDEVELOPMENT PLAN UPDATE 2025

Notice is hereby given that the City of Cocoa Land Planning Agency and City Council will hold public hearings at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, to consider the following Ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 8-21 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

In accordance with the Community Redevelopment Act of 1969, the ordinance, if approved by the City Council, will modify the City Code and Redevelopment Plan of the Cocoa Community Redevelopment Agency. The public hearings are as follows:

Land Planning Agency, Wednesday, July 9, 2025 at 6:00 p.m.

Cocoa City Council, Tuesday, July 22, 2025 at 6:00 p.m.

The Land Planning Agency will be making a recommendation to the City Council, and the City Council will consider adopting the updated Redevelopment Plan, at these hearings and the boards reserve the right to continue or postpone hearings to a date certain without re-advertising. The Land Planning Agency and City Council also reserve the right to make additional Plan Amendments at their discretion if deemed necessary. The proposed ordinance may be inspected by the public at the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922 between 8:30 a.m. and 5 p.m., Monday through Friday. Interested parties may appear at the public hearings and be heard regarding the ordinance.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the Land Planning Agency or City Council with respect to any matter considered at these hearings, they will need a record of the proceedings and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing special accommodation to participate in this public hearing proceeding should contact the City Clerk's Office at 321-433-8484 no later than 48 hours prior to the proceeding for assistance. Interested parties are also hereby advised that they may appear at said meeting and be heard with respect to the ordinance. Written comments from the public with regard to the ordinance will also be accepted.

For more information related to the proposed ordinance and the updated Cocoa Community Redevelopment Plan, please contact Ms. Charlene Neuterman, Community Services Director at 321-433-8509 or cneuterman@cocoafl.org.

Dated this 24th day of June, 2025.

Monica Arsenault, CMC, City Clerk

ORDINANCE NO. 07-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 8-21 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, this Ordinance is adopted in accordance with the provisions of the Community Redevelopment Act of 1969; and

WHEREAS, the City Council established the Cocoa Community Redevelopment Agency ("Agency") in 1982, and the Agency has served a vital role in mitigating against slum and blight in the Agency's redevelopment area by pursuing and implementing various important redevelopment activities within the Agency's redevelopment area pursuant to the redevelopment plan; and

WHEREAS, the Agency has recommended that the City Council adopt an updated redevelopment plan; and

WHEREAS, the City's Land Planning Agency has reviewed the proposed updated redevelopment plan and has found that pursuant to Section 163.360(4), Florida Statutes, the proposed updated redevelopment plan is consistent and in conformity with the City's Comprehensive Plan; and

WHEREAS, the Agency's redevelopment plan was last comprehensively amended in 2018, and was more recently amended in 2022 to authorize a community policing program; and

WHEREAS, the City Council hereby finds that it is necessary and desirable to update the plan due to changes in circumstances within the Agency's redevelopment area; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HERBEY ORDAINS, 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. Updated Redevelopment Plan Approved. The updated, amended and restated Cocoa Community Redevelopment Agency Redevelopment Plan prepared by City Staff and dated

2025 is hereby adopted and is attached hereto as **EXHIBIT "A"** and incorporated herein by this reference.

Section 3. **Code Amendment.** Chapter 8, *Community Development*, of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion form this Ordinance of text appearing in Chapter 8. It is intended that the text in 8 not modified by this ~~Ordinance,~~ shall remain unchanged from the language existing prior to the adoption of this Ordinance.

Chapter 8 – COMMUNITY DEVELOPMENT [1]

ARTICLE I. – IN GENERAL

Secs. 8-1 – 8-20. – Reserved.

ARTICLE II. – REDEVELOPMENT [2]

DIVISION 1. – GENERALLY

Sec. 8-21. - Redevelopment plan approved.

The city council approved community redevelopment plan for the Cocoa Redevelopment Agency is the amended and restated Cocoa Community Redevelopment Agency Redevelopment Plan Update prepared by city staff and dated 2025. ~~October 2018, as amended in September 2022 to authorize a community policing program.~~ A copy of the updated redevelopment plan referenced herein shall be maintained on file at city hall.

* * *

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

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

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall

be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date; Updated Redevelopment Plan in Full Force and Effect.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and upon said effective date, the updated redevelopment plan adopted hereunder shall be deemed in full force and effect for the Agency's redevelopment area, and the City and Agency shall hereinafter carry out such updated redevelopment plan in accordance with its terms.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

_____
Michael C. Blake
Mayor

ATTEST:

_____
Monica Arsenault
City Clerk

First Reading: 07/22/2025
Second Reading: _____
Effective Date: _____

EXHIBIT "A"

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Commissioner Rob Feltner, Chair
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, FL 32940

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Commissioner Feltner:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

The proposed public hearing schedule is as follows:

Cocoa LPA, Wednesday, July 9, 2025, at 6:00 p.m.
Cocoa City Council (First Reading), Tuesday, July 22, 2025, at 6:00 p.m.
Cocoa City Council (Second Reading and Final Adoption), Tuesday, August 12, 2025, at 6:00 p.m.

All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

Sincerely,

Charlene Neuterman

Charlene Neuterman
Community Services Director

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FILE COPY

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Dr. Mark W. Rendell, Ed.D.
Superintendent
Brevard County Public Schools
2700 Judge Fran Jamieson Way
Viera, FL 32940

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Dr. Rendell:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

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Sincerely,

Charlene Neuterman

Charlene Neuterman
Community Services Director

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Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Mike Knight, Manager
Environmentally Endangered Lands Program
91 East Drive
Melbourne, FL 32940

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Knight:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Cocoa City Council (Second Reading and Final Adoption), Tuesday, August 12, 2025, at 6:00 p.m.

All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

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Sincerely,

Charlene Neuterman
Community Services Director

FILE COPY

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Ms. Janet Zimmerman, Director
Florida Inland Navigation District
1314 Marcinsky Road
Jupiter, FL 33477

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Ms. Zimmerman:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Cocoa City Council (Second Reading and Final Adoption), Tuesday, August 12, 2025, at 6:00 p.m.

All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

Sincerely,

Charlene Neuterman
Community Services Director

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

Stay Connected

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Ms. Wendi Bost, Director
Library Services Department
308 Forrest Avenue
Cocoa, FL 32922

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Ms. Bost:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Cocoa City Council (Second Reading and Final Adoption), Tuesday, August 12, 2025, at 6:00 p.m.

All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

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Sincerely,

Charlene Neuterman
Community Services Director

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Joseph Faella, Director
Mosquito Control Department, North Area
800 Perimeter Road
Titusville, FL 32780

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Faella:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

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Sincerely,

Charlene Neuterman
Community Services Director

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Terry Lane
Operations Manager
Brevard County Parks and Rec Dept, District 4
2725 Judge Fran Jamieson Way
Viera, FL 32940

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Lane:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

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Sincerely,

Charlene Neuterman
Community Services Director

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Sam Gardner, Inspector General
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32178-1429

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Gardner:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

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Sincerely,

Charlene Neuterman
Community Services Director

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Kevin Daugherty, AAE
Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, FL 32780

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Daugherty:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

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Sincerely,

Charlene Neuterman
Community Services Director



CRA PLAN UPDATE

COCOA

APPENDIX

(Supplemental Materials)

Cocoa Community Redevelopment Area

Legal Description

ORDINANCE NO. 10-81

AN ORDINANCE OF THE CITY OF COCOA, PURSUANT TO FLORIDA STATUTES, SECTION 163.357, ESTABLISHING A COCOA REDEVELOPMENT AGENCY: CONFERRING CERTAIN POWERS UPON THE COCOA REDEVELOPMENT AGENCY AND RETAINING CERTAIN POWERS UNTO THE CITY COUNCIL, AND APPOINTING FIVE (5) COMMISSIONERS TO THE COCOA REDEVELOPMENT AGENCY

WHEREAS, the City Council of the City of Cocoa, Florida, has adopted a Resolution dated April 14, 1981, finding that one or more slum or blighted areas exist in the City of Cocoa; and that the rehabilitation, conservation, redevelopment, or a combination thereof, of such areas is necessary in the interests of the public health, safety, morals, or welfare of the residents of the City of Cocoa; and

WHEREAS, the Council finds there is a need for a Cocoa Redevelopment Agency to carry out the rehabilitation, conservation, and redevelopment of said blighted and slum areas; and

WHEREAS, the Council has selected five (5) residents of the City who qualify under Florida Statutes, Section 163.356, to be the Commissioners of the agency; and

WHEREAS, the Council has determined that certain powers should be granted to the Cocoa Redevelopment Agency and the City Council should retain certain powers in order to carry out the rehabilitation, conservation, and redevelopment of the designated Redevelopment Area.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COCOA, FLORIDA:

SECTION 1. That the Cocoa Redevelopment Agency is hereby established for the purpose of carrying out redevelopment activities for the area defined as the Redevelopment Area in the Resolution dated April 14, 1981, which area is described as:

South: A straight line extending along the southern boundary of the City of Cocoa between the East and West boundaries cited herein;

East: The center line of the channel of the Indian River between the South and North boundaries cited herein;

West: The eastern edge of the Florida East Coast right-of-way between the South and North boundaries cited herein;
North: A straight line extending along the northern edge of the right-of-way Mitchell Street between the East and West boundaries cited herein.

SECTION 2. That the following five (5) residents of Cocoa meet the qualifications described in Florida Statutes, Chapter 163.356, and are hereby appointed by the Cocoa City Council as Commissioners of the Redevelopment Agency.

Person	Term
A. Buddy Baker	Four (4) years
B. Alex Greenwood	Four (4) years
C. The Rev. W.O. Wells	Three (3) years
D. Yvonne Mosicki	Two (2) years
E. Myrtice Tharpe	One (1) year

SECTION 3. That the Cocoa Redevelopment Agency is vested with the following powers pursuant to Florida Statutes; Section 163.370.

1. To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the ordinance.
2. To disseminate redevelopment information.
3. To undertake and carry out community development projects and related activities within its area of operation, such projects to include:
   A. Acquisition of a slum area or a blighted area or any portion thereof;
   B. Demolition and removal of buildings and improvements;
   C. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds and other improvements necessary for carrying out the Community Redevelopment Plan.
   D. Disposition of any property acquired in

the Community Redevelopment Area at its fair value for uses in accordance with the Community Redevelopment Plan;

E. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the Community Redevelopment Plan;

F. Acquisition of real property in the Community Redevelopment Project area which, under the Community Redevelopment Plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;

G. Acquisition of any other real property in the Community Redevelopment Area when necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise, to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities;

H. Acquisitions, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway tracks, bridge entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities

and uses) designed specifically for, and limited to, families and individuals of low or moderate income;

I. Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income;

4. To provide, or to arrange or contract for, the furnishings or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities or other facilities or in connection with a Community Redevelopment Project;and to agree to any conditions that it may deem reasonable and appropriate attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertakings or carrying out of a Community Redevelopment Project and related activities, and to include in any contract let in connection with such a project and related activities, provisions to fulfill such of said conditions as it may deem reasonable and appropriate;

5. Within its area of operation:

A. To acquire by purchase, lease, option, gift, grant, bequest, devise, or otherwise except in eminent domain, any real property (or personal property for its administrative purposes) together with any improvements thereon;

B. To hold, improve, clear, or prepare for

redevelopment any such property;

C. To mortgage, pledge, hypothecate, or otherwise encumber to dispose of any real property;

D. To insure or provide for the insurance of any real or personal property or operations of the county of municipality against any risks or hazards, including the power to pay premiums on any such insurance;

E. To enter into any contracts necessary to effectuate the purpose of this part.

6. To invest any Community Redevelopment Funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control; to redeem revenue bonds issued pursuant to this part at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled;

7. To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government, the State, County, or other public body, or from any sources, public or private, for the purposes of this part, and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to a Community Redevelopment Project and related activities such conditions imposed pursuant to federal laws as the county or municipality

may deem reasonable and appropriate and which are not inconsistent with the purposes of this part;

8. Within its area of operation, to make or have made all surveys and plans necessary to the carrying out of the purposes of this part and with the consent of the City Council to contract with any person, public or private, in making and carrying out such plans, which plans may include, but not be limited to:

   A. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

   B. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of Community Redevelopment Projects and related activities;

   C. Plans for the enforcement of state and local laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.

9. To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income;

10. To apply for, accept, and utilize grants of funds from the Federal Government for such purposes;

11. To prepare plans for and assist in the relocation of persons (including individuals, families,

business concerns, nonprofit organizations and others) displaced from a Community Redevelopment Area, and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.

12. To appropriate such funds and make such expenditures as may be necessary to carry out the purposes of this part;

13. To close, vacate plan or replan streets, roads, sidewalks, or other places.

14. Within its area of operation, to organize, coordinate, and direct the administration of the provisions of this part, as they may apply to the City in order that the objective of remedying slum and blighted areas and preventing the causes thereof within the City, and to establish such offices in order to carry out such purposes most effectively.

15. To acquire by eminent domain any real property together with any improvements thereon.

SECTION 4. The following powers shall continue to vest in the Council of the City of Cocoa:

1. The power to determine an area to be a slum or blighted area, or combination thereof, to designate such area as appropriate for a Community Redevelopment Project, and to hold any public hearings required with respect thereto.

2. The power to grant final approval to Community Redevelopment Plans and Modifications thereof.

3. The power to authorize the issuance of revenue bonds as set forth in Section 163.385.

4. The power to approve the acquisition, demolition, removal, or disposal of property as provided in Section 163.370 (4) and the power to assume the responsibility to bear loss as provided in Section 163.370 (4).

SECTION 5. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. That if any word, sentence, clause, phrase, or provision of this ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this ordinance shall not be affected thereby.

SECTION 7. This ordinance shall take effect immediately upon its adoption by the Council of the City of Cocoa, Florida.

SECTION 8. The method of publication of this ordinance shall be by posting a copy hereof in two public places within the City of Cocoa for a period of thirty (30) days.

Adopted by the Council of the City of Cocoa, Florida, in a regular meeting assembled on the fourteenth day of April, 1981.

MAYOR

ATTEST:

Linda V. Wright
CITY CLERK

Cocoa Community Redevelopment Area

Kick off Meeting

June 13, 2024

Cocoa CRA

Community Redevelopment Plan Update

Kickoff

June 13, 2024

1. Introductions

2. Project Overview

3. Project Schedule
    - Meeting Dates/Schedule - public hearing and workshop options (CRA; City Council; P&Z Board)
    - Briefing Schedule (bi-weekly)

4. Project Points of Contact:
    - Status Reports and Updates
    - Project Website
    - Submission of Public Engagement Materials (social media, invitations, advertisements, flyers)
    - Potential Meeting Venues (stakeholder interviews, focus groups, public workshops)

5. Public Involvement Plan
    - Project Brand
    - Project Website (cross-marketing opportunities)
    - Stakeholder Interviews - identification of key stakeholders and thought leaders
        - City / CRA
        - Elected Officials
        - Community Partners
        - Neighborhood Groups (associations/other)
        - Civic Organizations
        - Local Business Community
    - Potential Community Meeting Venues
    - Community Events

6. Resources and Data Requests:
    - CRA Annual Budget
    - CRA Annual Report
    - Previous Community Redevelopment Plan(s)
    - City's Comprehensive Plan
    - City's Land Development Code
    - City's Capital Improvement Plan (CIP for past 5 years)
    - CRA's Establishing Documents (resolution and ordinance)
    - City GIS Data / Shapefiles
    - City Property Appraiser Data – Brevard County (for all parcels in CRA)
    - City Business Tax Receipt Records (BTRs for past 5 years for business located in the CRA)
    - CRA/City Special Projects Information (key developments; new business openings, business recruitment)
    - Relevant Report, Studies, and Concurrent Planning Efforts

7. Familiarization Tour
    - Special Site of Interest
    - Successful Application of CRA Programming and Projects

8. Discussion

TO:	Ryan Browne, Cocoa Redevelopment Coordinator
FROM:	Laura Canary, Inspire Project Manager
CC:	Charlene Neuterman, Cocoa Community Services Director
	Jared Beck, Inspire Director of Redevelopment
DATE:	August 8, 2024
SUBJECT:	Cocoa CRA - Kickoff Summary and Action Items

ATTENDANCE

Inspire Project Team:

- Laura Canary, Project Manager
- Laura Martinez, Planner
- Gaby Castro, Planner
- Erik Bredfeldt, Director of Economic Development (virtual)

City of Cocoa:

- Stockton Whitten, City Manager
- Charlene Neuterman, Community Services Director
- Ryan Browne, Redevelopment Coordinator

PROJECT OVERVIEW

The Cocoa Community Redevelopment Agency (CRA) is a pre-charter CRA established on April 14, 1981 and is scheduled to sunset in 2041. In 2018, a minor modification was adopted to the Cocoa Community Redevelopment Plan. Thus far, much of the CRA spending was allocated towards fixing hurricane damages. Moving forward, a major focus will be preparing the area for the changes coming into the City, particularly the Brightline. The Brightline is expected to attract new visitors and the City hopes to be able to draw visitors into the Cocoa CRA boundaries. Properties that are prime for redevelopment, along with the issuance of upcoming RFPs, provide promising opportunities within the Cocoa Community Redevelopment Area. Additionally, by focusing on interconnected mobility and placemaking, the CRA hopes to position itself as an accessible and attractive destination.

SCHEDULES

- This project spans roughly seven (7) months from kickoff, with City Council anticipated to adopt final redevelopment plans at its February 25, 2025 meeting. The most recent schedule was provided to staff on the week of July 29, 2024

- The Cocoa CRA board meets on the first Monday of the month. City Council meetings occur bi-monthly on the first and fourth Tuesdays of every month. Planning and Zoning meetings are held on the first Wednesday of the month. Inspire will present the first draft of the update at the CRA Board's January meeting, and intends to submit a final draft incorporating subsequent comments and revisions to the Board by January 20, 2024.

- Check-in meetings between Inspire and City Staff will be facilitated virtually on a bi-weekly basis. The first check-in meeting occurred on Wednesday, July 26th at 3:00 PM. All subsequent check-in meetings will occur on Wednesdays at 11:00 A.M., unless rescheduled by a member of Inspire or City Staff.

PROJECT POINTS OF CONTACT

- Ryan Browne, *Project Management*
- Charlene Neuterman, *Project Management*
- Samantha Senger, *Communications, Economic Development*
- Ashlee Malone, *GIS*
- Justin Berke, *GIS*
- Gail Bantugan, *Leisure Services Manager*
- Kristin Eick, *City Attorney*

PUBLIC INVOLVEMENT PLAN

Potential venues for community meetings and stakeholder interviews include City Hall and Civic Center.

Inspire will create an interactive project website using Social Pinpoint, which will notify visitors of planned community engagement events and enable them to provide relevant feedback. The website will be ADA compliant, and all comments will be reviewed before publication to ensure compliance with the City's communications regulations.

Invitations for stakeholder interviews will be sent to the District County Commissioner's Office. Potential stakeholders include business owners and board members of the Historic Cocoa Village Main Street and faith and community leaders involved in the local ministerial alliance.

All marketing materials for the public engagement phase of the project will be available in Spanish, including the Social Pinpoint website, social media posts and printed materials such as utility bill mailers.

DATA REQUEST

Inspire submitted a GIS data request form for the Cocoa and Diamond Square CRA plan updates on June 19, 2024. Requested data includes the location of all public facilities, transportation infrastructure, planning data (i.e., parcels, jurisdictions, zoning, FLU, overlays, CRAs), EMA flood zones, brownfield sites and land use land cover.

TOUR OBSERVATIONS

- The redevelopment area is bounded by Mitchell Street to the north, the Florida East Coast Railroad to the west, the Indian River to the east, and Rosa L. Jones Drive to the south.
- Run-down and vacant structures are prevalent, contributing to the city's 1/3 parcel vacancy rate.
- Complete Streets funding has successfully revitalized Florida Avenue.
- Current CRA projects in the works include parking facilities and a new or refurbished fishing pier at Lee Wenner Park.
- RFPs for vacant land within the Cocoa CRA boundary, hotel

ACTION ITEMS/ NEXT STEPS

- Inspire provided an updated schedule to staff on July 31, 2024.
- A request for GIS data was submitted on June 19, 2024.
- A follow-up GIS meeting was held on August 1, 2024
- Project branding materials are being updated and the revise concepts are scheduled to be sent back over for review on Wednesday, August 14th, 2024.
- The Existing Conditions Analysis will tentatively be prepared by September 6, 2024.
- Inspire will continue to communicate with staff regarding any changes to dates or services rendered.

Cocoa Community Redevelopment Area

Progress Report

September 11, 2024

TO:	Ryan Browne, Cocoa Redevelopment Coordinator
FROM:	Laura Canary, Inspire Project Manager
CC:	Charlene Neuterman, Cocoa Community Services Director
	Jared Beck, Inspire Director of Redevelopment
DATE:	September 11, 2024
SUBJECT:	Cocoa CRP Update Progress Report (June - August)

PROJECT OVERVIEW

Inspire is preparing an update to the Cocoa Community Redevelopment Plan. The project includes a robust public involvement plan, including virtual and in-person engagement opportunities. Inspire will utilize the assessments and insight of the local community and economic conditions gathered through the existing conditions analysis to develop a cohesive vision reflective of the shared community values, objectives and goals to guide the Community Redevelopment Plan Update.

SCHEDULE

This project spans roughly seven (8) months from kickoff, with the final Community Redevelopment Plan going to City Council for adoption on March 25, 2025. The most recent schedule was provided to staff on the week of July 29, 2024.

PROGRESS (JUNE – AUGUST)

The kickoff meeting and site tour was conducted on June 13, 2024. There was short break in the schedule, due to a delay in the issuance of the PO, which was issued on July 18, 2024. Project meetings are held biweekly to provide timely progress, schedule and budget updates. At the forefront of the project, and central to the public input plan, a project logo and website was developed to create a cohesive messaging and communications strategy throughout the project. The project website features a community survey and interactive map. The project's first community meeting, an Open House, is scheduled for September 25, 2024 from 11 am – 7 pm at the Joe Lee Smith Community Center. The purpose of the Open House is to explain the project and planning effort, provide an overview of the process and schedule, and discuss initial opportunities and constraints for the district.

As part of the Existing Conditions and Trends Analysis, a data request form was submitted to the City, and two follow-up meetings were held to explicitly discuss GIS data and resources. The analysis is underway, and the initial findings will be used to inform the Open House materials and engagement exercises. Additionally, an existing conditions base map series is being developed for the Plan Update.

PROGRESS BY TASK

TASK 1- KICK-OFF & DATA COLLECTION

Task 1.1 Project Management

- Bi-weekly meetings held on 6/26, 7/10, 7/24, 8/7, 8/21

Task 1.2 Kick-off Meeting & Site Tour

- Kick-off Meeting and Site Tour on 6/13

Completed Deliverables:

Finalized Project Schedule

Kick-off Meeting and Site Tour Summary – Tech Memo#1

Task 2- COMMUNITY ENGAGEMENT

Task 2.1 Project Branding

- Communications follow-up meeting held on 8/29

Task 2.2 Interactive Project Website & Virtual Engagement Tools

Task 2.3 Stakeholder Interviews

Task 2.4 Community Meetings

Completed Deliverables:

Project Logo

Interactive Project Website

Social Media Campaign Materials

TASK 3- EXISTING CONDITIONS & TRENDS ANALYSIS

- GIS Follow-up meeting on 8/1

ACTION ITEMS/ NEXT STEPS

- Existing Conditions and Trends Analysis
- Prepare workshop materials and PowerPoint for Diamond Square CRA Open House

Cocoa Community Redevelopment Area

Existing Conditions Memo

September 24, 2024

TO: Ryan Browne, Project Manager, Redevelopment Coordinator

FROM: Laura Canary, Project Manager, Inspire Placemaking Collective

CC: Charlene Neuterman, Jared Beck, AICP

DATE: September 24, 2024

SUBJECT: Cocoa Community Redevelopment Area - Existing Conditions

Inspire conducted an evaluation of existing conditions of the Cocoa CRA's context, demographics, transportation network, infrastructure, and economics. Below are the findings.

CONTEXT

The Cocoa Community Redevelopment Area (CRA) encompasses 286 acres along the southern border of the City of Cocoa within Brevard County. The CRA is a quaint urban core located along the shoreline of the Indian River. The CRA is located from the northern boundary of Mitchell Street, with the western boundary at the Florida East Coast Railroad, eastern boundary along the western shoreline of the Indian River and the southern boundary at Rosa L. Jones Drive. *Please refer to Map A.*

LAND USE

The majority of the land area within the CRA is comprised of Commercial and Services uses (72%), followed by High (7%) and Medium (4%) density residential, not including roadway infrastructure. The current zoning provides an opportunity for compact infill development, leading to desirable walkability and vitality in the urban core. The Future Land Use designation also lends to more mixed use development. *Please refer to Maps B, C, and D.*

Existing Land Use

Existing Land Uses	Acres	Percent of CRA (%)
1400: Commercial and Services	204.7	72 %
1300: High Density, 6 or more dwelling units/acre	20.8	7 %
8140: Roads and Highways	13.7	5 %
1200: Medium Density, 2>5 dwelling units/acre	11.8	4 %
1840: Marina's and Fish Camps	11.4	4 %
5400: Bays and Estuaries	3.0	1 %
1700: Institutional	2.9	1 %
8330: Water Supply Plants (Including pumping stations)	2.1	1 %
8340: Sewage Treatment	1.6	1 %

Zoning Map

Over half of the Cocoa CRA is zoned as mainly RU-2-25 - Multiple Family Dwelling and C-C - Core Commercial. Generally, most of the zoning categories are appropriate for an urban core.

Zoning Designations	Acres	Percent of CRA (%)
RU-2-25 - Multiple Family Dwelling	37.53	23 %
C-C - Core Commercial	35.77	22 %
RU-2-10 - Low Density Single & Multiple Family Residential	26.52	16 %
CBD - Central Business	24.13	15 %
CBD-CVO - Central Business Cocoa Village Overlay	16.22	10 %
C-P - Commercial Parkway	12.76	8 %
C-W - Wholesale Commercial	10.53	6 %
C-G - General Commercial	1.90	1 %
R-P - Residential Professional	0.08	0 %

Future Land Use Map

Nearly half of the Cocoa CRA is categorized as “mixed-use” which allows for 25 DU per acre, with the following uses permitted: Commercial, Industrial, Hotel, Office, Residential, Institutional, and Open Space/Recreational.

Future Land Use Category	Acres	Percent of CRA
Mixed - Use	87.45	46 %
Low Density Residential	28.90	15 %
Commercial	20.64	11 %
High Density Residential	20.51	11 %
Medium Density Residential	12.43	7 %
Recreation / Open Space	10.22	5 %
Institutional	9.11	5 %

TRANSPORTATION

The Cocoa CRA has access to major roadways including Cocoa Boulevard, King Street, as well as a several internal roadways that generally create a well-connected network. There are nine bus stops within the Cocoa CRA. Most of the CRA is within a ¼ mile distance (a 10-minute walk) of a Space Coast Area Transit (SCAT) Bus Stop, with some exceptions in the northeast and southeast corners of the CRA, as well as Lee Wenner Park. According to Florida Department of Transportation (FDOT) ConnectPed data, bicycle lanes are extremely limited within the Cocoa CRA, with facilities only existing along Cocoa Boulevard and Peachtree Street. The bicycle facilities along Cocoa Boulevard and Peachtree Street are not protected in any capacity, and are often wedged between vehicular lanes with a speed limit of 35 to 45 miles per hour. Accordingly, with no protections for cyclists, safety is a huge concern for transportation within the Cocoa CRA, particularly as growth leans into alternative modes of transportation such as bicycles and micromobility options. *Please refer to Map E.*

DEMOGRAPHICS

The Cocoa CRA has a population of 1,057 residents, with a median age of 63 years old. The Median Household income is $85,625 as compared to $78,575 in Brevard County. The CRA is primarily composed of a White Alone population (78.3 percent), with the next race/ethnicity group being Black alone (11.2 percent). Half of the population has obtained a Bachelor's Degree, which is a higher rate than the county and state attainment. Almost half of residents work in service industries (46.2 percent), followed by public administration (15.3 percent). Over 80 percent of the population lives alone or in a 2-person household. Half of the housing stock is occupied by the owner, with only 13.2 percent of the housing stock being vacant. Most of the housing stock appear to be multi-family buildings with 10 units or more.

2024 Total Population: 1,057
2024 Median Age: 63.3
2024 Housing Units: 741
2024 Total Households: 643
2024 Average Household size: 1.63
2024 Median Household Income: $85,625
2024 Average Household Income: $168,733
Tapestry Segmentation: Golden Years (9B)

2024 Population by Race/Ethnicity	
Total	1,058
White Alone	78.3%
Black Alone	11.2%
American Indian Alone	0.5%
Asian Alone	0.9%
Pacific Islander Alone	0.3%
Some Other Race Alone	1.0%
Two or More Races	7.9%
Hispanic Origin	6.0%
Diversity Index	43.8

2020 Household by Size	Cocoa CRA Percent %	Brevard County Percent %
Total	628	255,723
1 person	43.0%	29.7%
2 person	40.4%	39.4%
3+ person	16.7%	30.9%
U.S. Census Bureau. "Occupancy Characteristics." American Community Survey, ACS 1-Year Estimates Subject Tables, Table S2501, 2022, https://data.census.gov/table/ACSST1Y2022.S2501?t=Housing:Housing Units&g=050XX00US12009.		

Tenure	Percent (%)
Owner Occupied Housing Units	50.2%
Renter Occupied Housing Units	36.6%
Vacant Housing Units	13.2%

Educational Attainment (Residents 25 years or older)	CRA %	Brevard County %	State of Florida %
Total	944	472,034	16,104,410
Less than 9th Grade	2.9%	2.3 %	4.2 %
9th - 12th Grade, No Diploma	0.0%	4.3 %	5.9 %
High School Graduate	10.3%	24.6 %	27.1 %
GED/Alternative Credential	2.3%	*	*
Some College, No Degree	13.1%	21.4 %	18.4 %
Associate's Degree	7.7%	11.3 %	10.2 %
Bachelor's Degree	50.1%	20.9 %	21.4 %
Graduate/Professional Degree	13.6 %	15.1 %	12.9 %
*included in High School Graduate category			
U.S. Census Bureau. "Educational Attainment." American Community Survey, ACS 1-Year Estimates Subject Tables, Table S1501, 2022, https://data.census.gov/table/ACSST1Y2022.S1501?g=050XX00US12009. Accessed on September 9, 2024.			

INDUSTRY (2024)	CRA: % Employed	County: % Employed
Total	485	288,985
Agriculture/Mining	0.0%	0.2 %
Construction	5.6%	6.7 %
Manufacturing	9.9%	11.8 %
Wholesale Trade	0.0%	2.0 %
Retail Trade	8.9%	12.3 %
Transportation/Utilities	1.4%	6.0 %
Information	2.9%	1.1 %
Finance/Insurance/Real Estate	9.7%	6.1 %
Services	46.2%	*33.7 %
Public Administration	15.3%	◦5.3 %
* includes "Other services, except public administration", "Arts, entertainment, and recreation, and accommodation and food services", and "Educational services, and health care and social assistance" ◦ includes "Professional, scientific, and management, and administrative and waste management services"		
U.S. Census Bureau. "Selected Economic Characteristics." American Community Survey, ACS 1-Year Estimates Data Profiles, Table DP03, 2022, https://data.census.gov/table/ACSDP1Y2022.DP03?g=050XX00US12009. Accessed on September 9, 2024.		

Type of Housing	% of Total
Total	826
1-unit, detached	11.9%
1-unit, attached	3.5%
2 units (duplex)	2.2%
3 to 4 units (triplex or quadplex)	0.8%
5 to 9 units	9.2%
10 to 19 units	12.8%
20 to 49 units	24.3%
50 or more units	35.2%
Mobile home	0.0%

Period	Percent (%)
Total	826
Built 2020 or later	0.0%
Built 2010 to 2019	2.2%
Built 2000 to 2009	17.7%
Built 1990 to 1999	25.5%
Built 1980 to 1989	7.3%
Built 1970 to 1979	9.2%
Built 1960 to 1969	8.4%
Built 1950 to 1959	17.4%
Built 1940 to 1949	1.7%
Built 1939 or earlier	10.7%

Vacant Housing Units	Percent (%)
Total	152
For rent	11.8%
Rented, Not Occupied	0.0%
For Sale Only	0.0%
Sold, not occupied	0.0%
Seasonal/Occasional	36.2%
For migrant workers	0.0%
Other	52.0%

INFRASTRUCTURE

Within the CRA most of the streets are two lane urban core roadways in good condition. Areas that are more residential do not have roadways in as good condition. Overall, the urban core areas of the CRA have sidewalks on one or both sides of the street. However, many of the more residential areas have deteriorating sidewalk conditions or lack sidewalks altogether. The area is served by AC/ overhead utility lines. The residential neighborhoods have characteristic pedestrian lighting, contributing to the character of the area. The CRA does have some small areas of Flood ZONE AE, particularly near Lee Wenner Park and along the shoreline. *Please refer to Map F-K.*

Utilities

There is one Domestic Wastewater Treatment Program located just outside of the CRA boundaries. All powerlines within the CRA are AC/Overhead powerlines, which may present a concern during storm events.

Vacant Parcels

There are 80 vacant parcels within the CRA amounting to 20 acres of vacant land. The City of Cocoa owns approximately 9.27 acres of this vacant land and is the largest holder of vacant property. All other vacant land is owned by individual property owners in segments of less than an acre each.

Government Owned Parcels

The City of Cocoa owns 21 parcels, summing to 33.5 acres of land within the Cocoa CRA. Brevard County owns one parcel of nearly six (6) acres, where the Catherine Schweinsberg Rood Central Library and several other County-operated facilities exist. The Cocoa Redevelopment Agency owns two parcels totaling to less than one (1) acre of land.

Emergency Services

The Cocoa CRA has no medical facilities or police stations within the CRA boundaries. The nearest medical facility, Wuesthoff Memorial Hospital, is located approximately one mile south. The Cocoa CRA belongs to Police District #1. There is one fire station, Station #2, near the northern boundary, which belongs to the County AutoAid.

Public Services & Facilities

There are two libraries within the Cocoa CRA: Central Brevard Library and Reference Center, and the Florida Historical Society Library. There is also the Cocoa Village Playhouse and the Cocoa Community Center. The City of Cocoa City Hall is also located within the Cocoa CRA.

Parks

There are four urban district parks within the Cocoa CRA, including Tiger Den Native Park, Peachtree Park, Taylor Park, and Riverfront Park, as well as an outdoor recreation park, Lee Wenner Park. Much of the Cocoa CRA residents/visitors are within ¼ mile of the parks, generally considered a 10-minute walk. However, considering the zoning in the CRA, there is a significant portion of the CRA that is residential – namely, RU-2-10 Low Density Single-family and Multiple-Family – that is not within a walking distance of the parks. This indicates an opportunity for pocket parks and green/blue space within the more residential areas of the CRA.

Consent Decree Area

The Cocoa CRA contains a Consent Decree Area within its boundaries, which is subject to special regulations. Please refer to Map L.

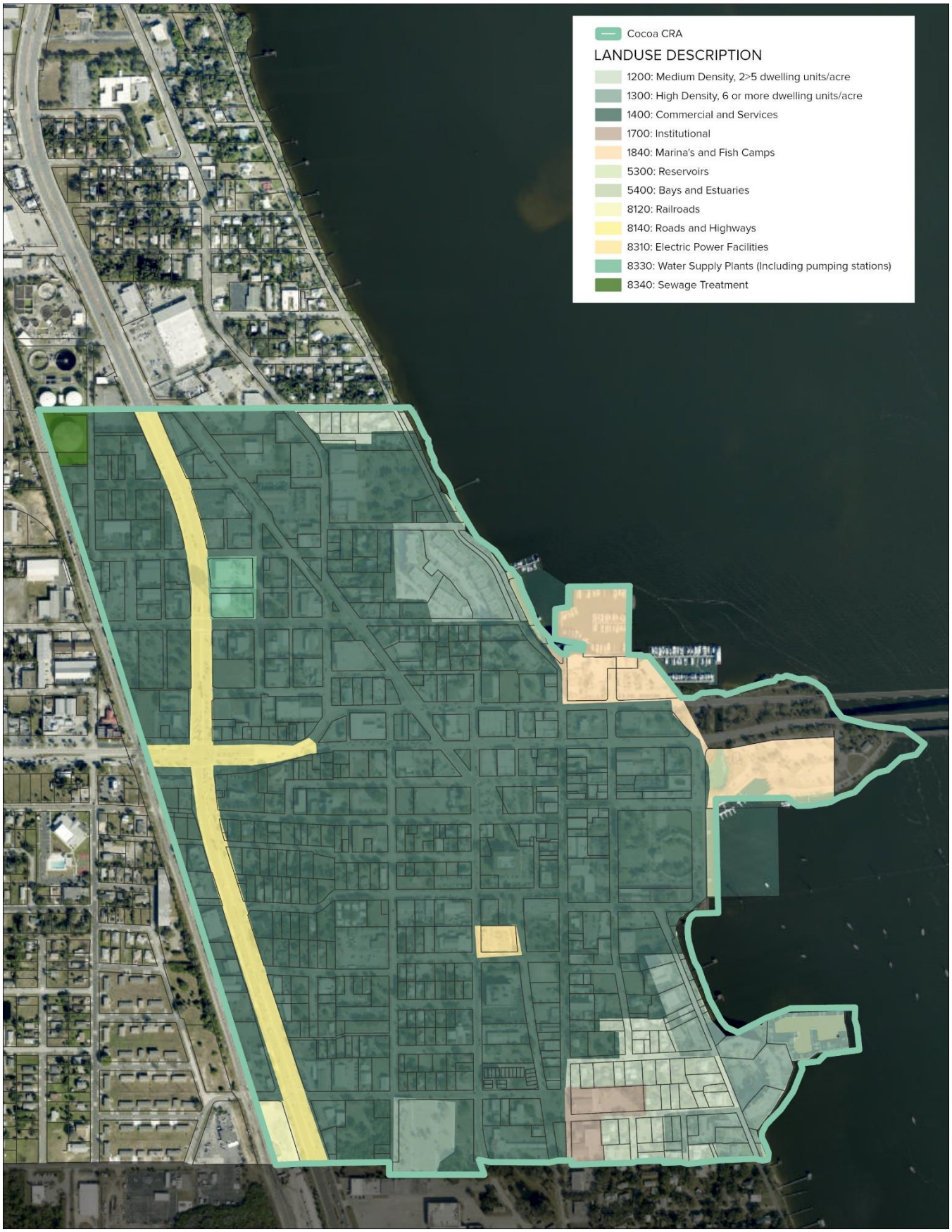
MAP SERIES

A	Context
B	Existing Land Use
C	Zoning
D	Future Land Use
E	Transportation
F	Utilities
G	Vacant Parcels
H	Government Owned Parcels
I	Emergency Services
J	Public Services & Facilities
K	Parks
L	Consent Decree Area

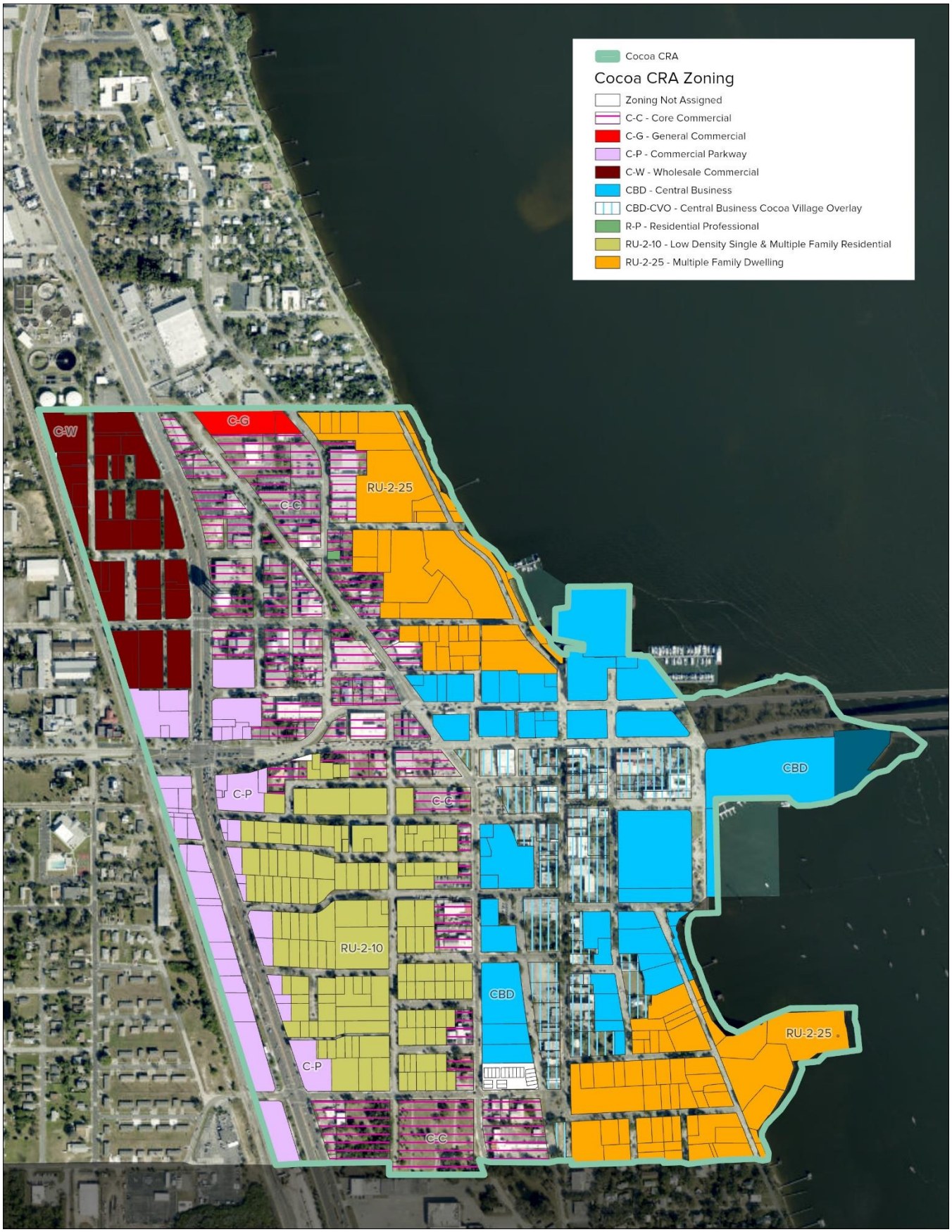
A – CONTEXT


Cocoa CRA
FORREST AV
INDIAN RIVER DR
PEACHTREE ST
WILLARD ST
KING ST
COCOA BLVD
BREVARD AV
RIVERSIDE DR

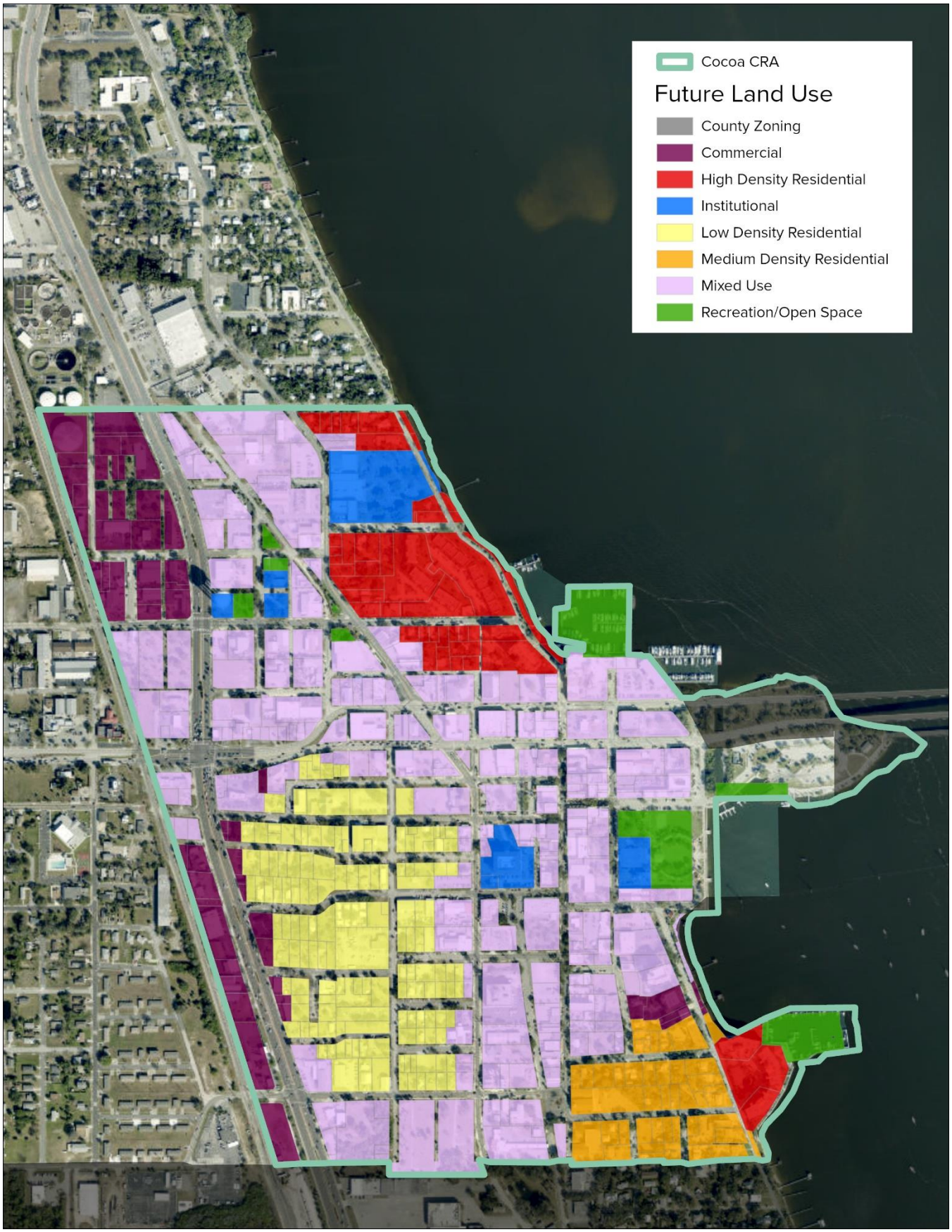
B – EXISTING LAND USE



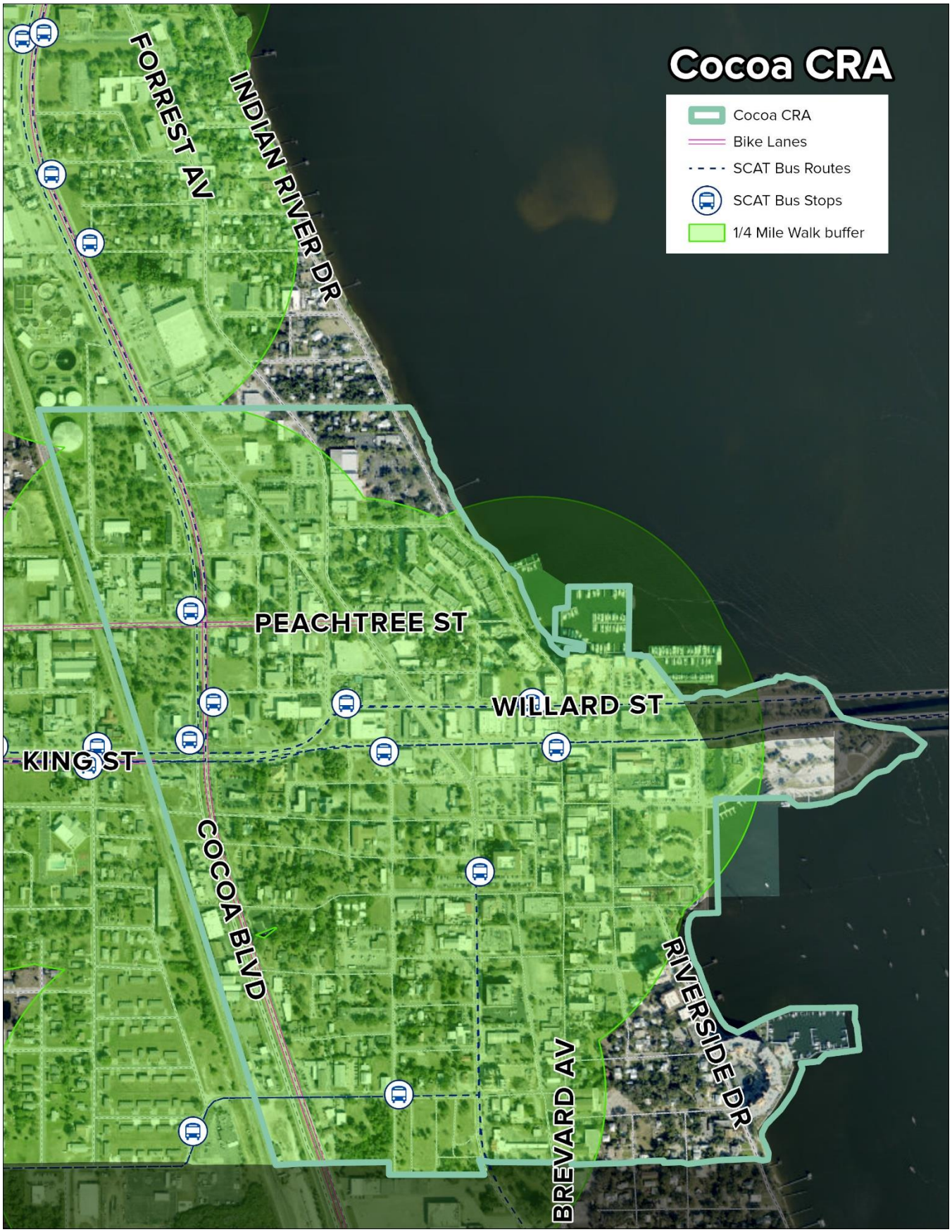
C – ZONING


Cocoa CRA
Cocoa CRA Zoning
Zoning Not Assigned
C-C - Core Commercial
C-G - General Commercial
C-P - Commercial Parkway
C-W - Wholesale Commercial
CBD - Central Business
CBD-CVO - Central Business Cocoa Village Overlay
R-P - Residential Professional
RU-2-10 - Low Density Single & Multiple Family Residential
RU-2-25 - Multiple Family Dwelling
C-W
C-G
RU-2-25
C-C
CBD
C-P
C-C
RU-2-10
CBD
RU-2-25
C-P
C-C

D – FUTURE LAND USE



E – TRANSPORTATION



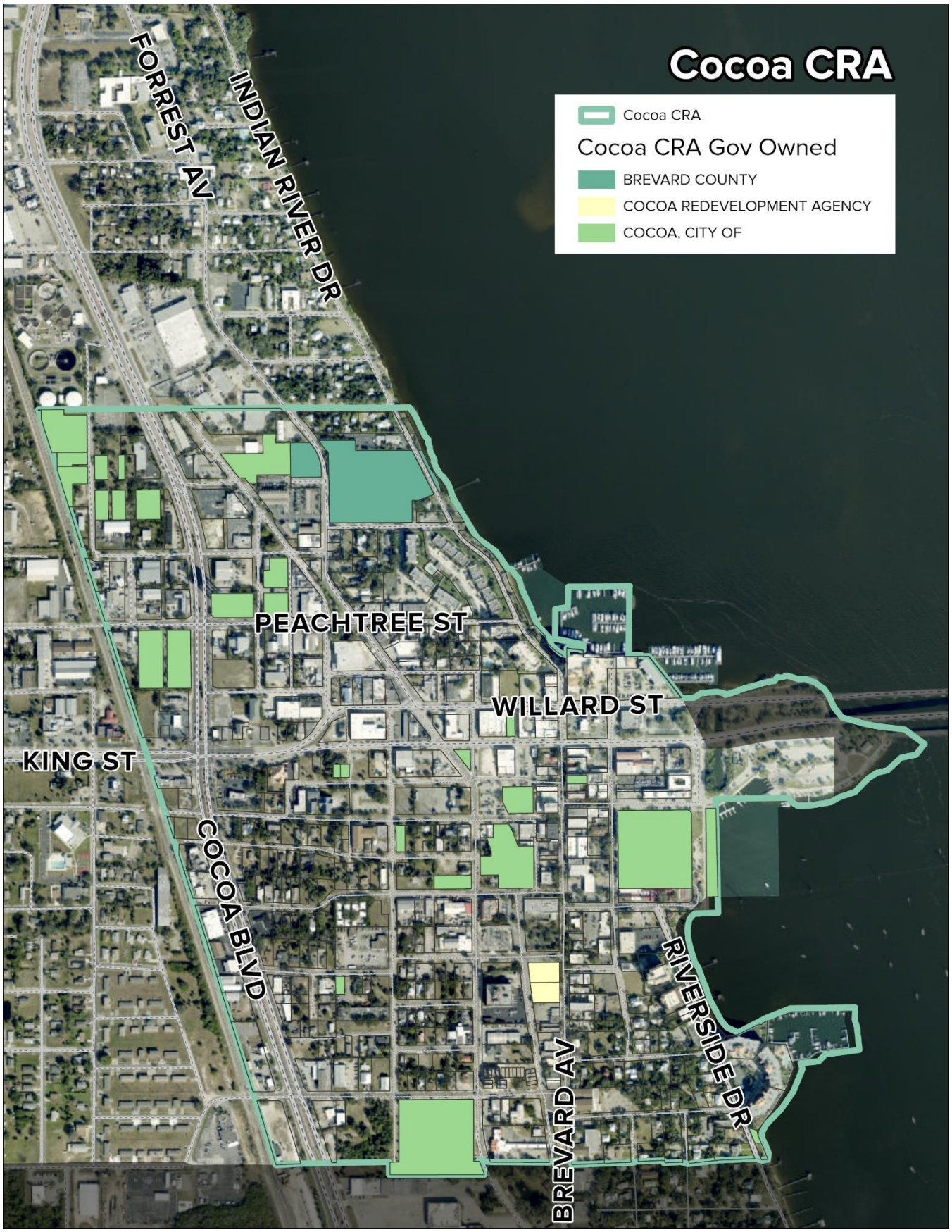
F – UTILITIES


Cocoa CRA
Cocoa CRA
Wastewater Facilities
DOMESTIC WASTEWATER PROGRAM
INDUSTRIAL WASTEWATER PROGRAM
PHOSPHATE MANAGEMENT WASTEWATER PROGRAM
POWER PLANT WASTEWATER PROGRAM
Powerlines
AC; OVERHEAD
FORREST AV
INDIAN RIVER DR
PEACHTREE ST
WILLARD ST
KING ST
COCOA BLVD
RIVERSIDE DR
BREVARD AV

G – VACANT PARCELS



H – GOVERNMENT OWNED PARCELS



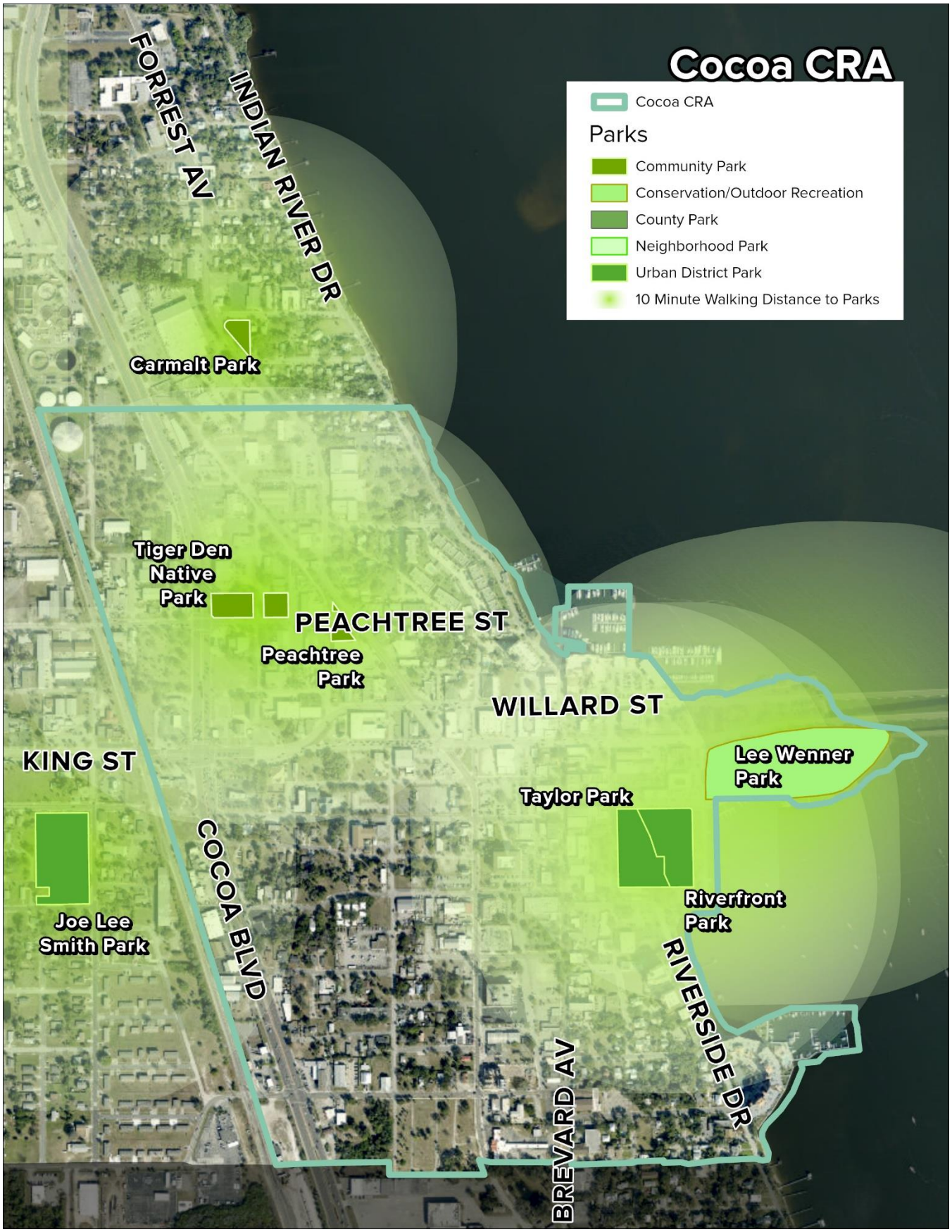
I – EMERGENCY SERVICES



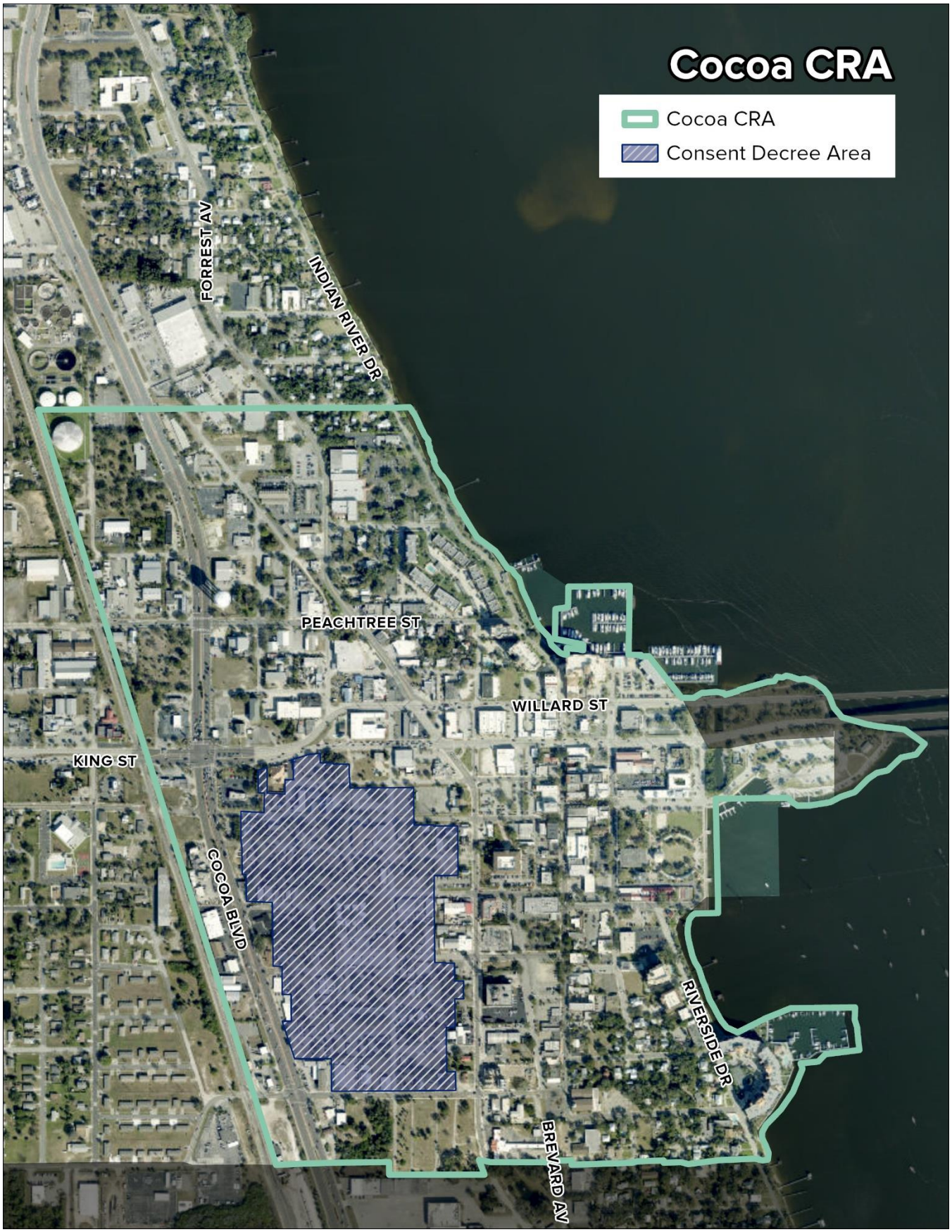
J – PUBLIC FACILITIES & SERVICES



K – PARKS


Cocoa CRA
Cocoa CRA
Parks
Community Park
Conservation/Outdoor Recreation
County Park
Neighborhood Park
Urban District Park
10 Minute Walking Distance to Parks
FORREST AV
INDIAN RIVER DR
Carmalt Park
Tiger Den Native Park
PEACHTREE ST
Peachtree Park
WILLARD ST
KING ST
Lee Wenner Park
Taylor Park
COCOA BLVD
Joe Lee Smith Park
Riverfront Park
RIVERSIDE DR
BREVARD AV

L – CONSENT DECREE AREA



Cocoa Community Redevelopment Area

Progress Report

November 11, 2024

TO:	Ryan Browne, Cocoa Redevelopment Coordinator
FROM:	Laura Canary, Inspire Project Manager
CC:	Charlene Neuterman, Cocoa Community Services Director
	Jared Beck, Inspire Director of Redevelopment
DATE:	November 11, 2024
SUBJECT:	Cocoa CRP Update Progress Report (September – October)

PROJECT OVERVIEW

Inspire is preparing an update to the Cocoa Community Redevelopment Plan. The project includes a robust public involvement plan, including virtual and in-person engagement opportunities. Inspire will utilize the assessments and insight of the local community and economic conditions gathered through the existing conditions analysis to develop a cohesive vision reflective of the shared community values, objectives and goals to guide the Community Redevelopment Plan Update.

SCHEDULE

This project spans roughly seven (8) months from kickoff, with the final Community Redevelopment Plan going to City Council for adoption on March 25, 2025. **Because of hurricanes, we needed to reschedule the Open House and Community Workshop and therefore there was a minor delay to the schedule.*

PROGRESS (SEPTEMBER – OCTOBER)

Project meetings are held biweekly to provide timely progress, schedule and budget updates. At the forefront of the project, and central to the public input plan, a project logo and website was developed to create a cohesive messaging and communications strategy throughout the project. The project website features a community survey and interactive map. To date the project website has had 41 visitors, 35 survey responses, and four comments on the map. The project's first community meeting, an Open House, was held on October 30, 2024, from 11 am – 7 pm at City Hall. The purpose of the Open House was to explain the project and planning effort, provide an overview of the process and schedule, and discuss initial opportunities and constraints for the district.

The existing condition analysis was completed in September, and the initial findings were used to inform the Open House materials and engagement exercises. Additionally, an existing conditions base map series was developed for the Plan Update.

PROGRESS BY TASK

TASK 1- KICK-OFF & DATA COLLECTION

Task 1.1 Project Management

- Bi-weekly meetings held on 9/4, 9/18, 10/2, and 10/16

Task 2- COMMUNITY ENGAGEMENT

Task 2.3 Stakeholder Interviews

- Conducted on 10/30

Task 2.4 Community Meetings

- Open House on 10/30

Completed Deliverables:

Stakeholder Interviews on 10/30

TASK 3- EXISTING CONDITIONS & TRENDS ANALYSIS

- Analysis and summary completed on 9/24

Completed Deliverables:

Existing Conditions Summary - Tech Memo #2

TASK 4- COMMUNITY REDEVELOPMENT PLAN UPDATE

- Outline, Document Template, and History

ACTION ITEMS/ NEXT STEPS

Community Engagement Summary

Plan Development

Cocoa Community Redevelopment Area

Public Engagement Memo

December 2, 2024

TO: Ryan Browne, Project Manager, Redevelopment Coordinator

FROM: Laura Canary, Project Manager, Inspire Placemaking Collective

CC: Charlene Neuterman, Jared Beck

DATE: December 2, 2024

SUBJECT: Cocoa Community Redevelopment Area – Public Engagement Summary

EVENT:

Open House
October 30, 2024
City of Cocoa Council Chambers
65 Stone St, Cocoa, FL, 32922
11:00 AM – 7:00 PM

PUBLIC NOTICE:

This event was promoted using the following outreach methods in both English and Spanish:

- Mailed postcard
- Yard sign
- City of Cocoa Calendar
- City of Cocoa Monthly E-newsletter
- Project Website: https://www.inspire-engagement.com/cocoa-cra-plan-update
- Facebook: https://www.facebook.com/CityofCocoa/
- LinkedIn: https://www.linkedin.com/company/city-of-cocoa/
- Twitter / X: @CityofCocoa

PURPOSE:

An Open House was held on October 30th in the City of Cocoa Council Chambers in the City Hall with the goal of introducing the project team, the project scope, and gathering preliminary data on the priorities and shared vision of the community. There were approximately 20-30 attendees including residents, business owners, CRA Board members, and the Inspire and City of Cocoa project teams.

The Engagement Boards/Activities presented included the following and can be found in the Appendix of this memo:

- PowerPoint presentation
- Community Redevelopment Agencies 101
- Tax Increment Financing 101
- Where do you Live / Work / Play?
- CRA Prioritization board
- What would you like to see in the Community Redevelopment Area?
- Placemaking in the Community Redevelopment Area should feature…
- Share Your Thoughts…

WHAT WE LEARNED:

The **Live / Work / Play** board prompts participants to discuss with the project team if they live in the CRA and for how long, if they work in the area or own a business in the CRA, and what attracts them to the CRA otherwise. We learned that several attendees both live and work within the CRA, or just outside of the boundaries. Importantly, many participants that attended the Open House are retirees, which is aligned with the average age of the residents in the CRA.

The **Prioritization** board asked participants what the Agency should prioritize, which resulted in the following ranking:

1. Attracting Visitors
2. Public Spaces
3. Infill Development
4. Resilience
5. Housing Options

Participants recognize that while the Cocoa CRA is their own neighborhood, it is also a place where neighbors and visitors come to participate in events, socialize, and find community. Integrating the enhancements that make the Cocoa CRA an attractive place for people to visit is crucial to keeping the heart of Cocoa a vibrant place for all residents to enjoy. Alongside that, enhancing public spaces was important to participants. Participants were keenly focused on public spaces along and interacting with the waterfront, noting there could be many more opportunities for activities such as kayak and paddleboard rentals, public boat slips, and walkable access to restaurants and other things to do. Achieving a walkable, vibrant community will require infill development at specific sites throughout the Cocoa CRA. Participants pointed out several parcels that are either vacant or underutilized that have been holding the community back from reaching the vision they see for the CRA.

The **Placemaking** board prompted participants preference for what kind of placemaking features they would like to see within the CRA. The board provided placemaking features that are implemented through transportation infrastructure, landscaping, public programming, or even private investment. The features were ranked as follows:

Placemaking Preferences			
1	Architectural Interest (10)	11	Walking/Biking Trails (4)
2	Improved Landscaping (10)	12	Wayfinding (3)
3	Decorative Lighting (10)	13	Bicycle Facilities (3)
4	Gateway (10)	14	Food Truck Parks (2)
5	Open-air Market/Pavilion (7)	15	Dog Park (2)
6	Public Art/Murals (5)	16	Outdoor Dining (1)
7	Historic Signage (5)	17	Pedestrian Plaza (1)
8	Waterfront Engagement (5)	18	Festival Street (1)
9	Pocket Park (4)	No votes	Movable furniture, flexible parking plaza, public transit, family-friendly activity areas
10	Photo Opp Sign (4)		

The most popular elements included improved landscaping, architectural interest, decorative lighting, and gateway signage. Notably, some elements did not receive any votes but were discussed at length with participants and stakeholders, such as the need for public transit (trolleys) and family-friendly activity areas (retail targeted towards men, children, and niche markets).

In the **What Would You Like To See** board, participants were able to rank their priorities and preferences based on four areas. Within Streetscape Amenities, participants prioritized shade and landscaping elements the most, with wayfinding following. Within Active Businesses, the most highly preferred item was again, Architectural Interest. Active business frontages offering a variety in business types were also important to the community. Programming in general was not as important to the community, as many noted there are already many choices in events and programming with the CRA. Of the options provided, Community Volunteering was of higher interest to the participants. Similarly, mobility was less of a priority for the participants, but people seemed to be interested in elements that give way to enhanced walkability including wider sidewalks, pedestrian-only areas, and bicycle facilities.

The **Share Your Thoughts** board received a variety of suggestions from participants regarding the future of the Cocoa CRA. The comments ranged from infrastructure improvements and public safety to enhancements for recreation and placemaking. These suggestions can be categorized into short-term (1-3 years), medium-term (3-6 years), and long-term (6-15 years) priorities for the CRA.

Short-Term (1-3 Years)

Several suggestions focused on immediate improvements to public safety, infrastructure, and public amenities. These could be realistically implemented within the next few years:

- **Lighting**: Increased lighting throughout the CRA, including improvements in both quantity and character that matches the historic charm of the Village. This could include enhanced lighting for public spaces, walkways, and the waterfront area.
- **Police Presence and Safety**: There were calls for additional police patrols, including dedicated foot patrols, village-specific police presence, and enforcement around areas like mooring fields and day docks. A police substation in the CRA was also suggested as a potential short-term improvement.

- **Sidewalk and Maintenance**: Participants emphasized the need for better maintenance of existing infrastructure, such as grading and sidewalk upkeep, while preserving trees and green spaces.
- **Kayak and Paddleboard Concessions**: A request for kayak/paddleboard rentals at Lee Wenner Park could be achieved relatively quickly, improving access to the waterfront and promoting recreational activities.
- **Civic Center Upgrade**: Repeated suggestions to upgrade the civic center indicate a desire for improvements to a key community facility that can accommodate future programming and events.

Medium-Term (3-6 Years)

Several ideas appeared feasible within a 3 to 6-year timeframe, involving larger infrastructure projects and continued community engagement:

- **Waterfront Improvements**: The community expressed interest in enhancing the entire waterfront area, with suggestions including resilient day-slip dockage, a sustainable mooring field, and upgraded docks. Additionally, there was support for maintaining and improving the waterfront as a central feature of the CRA.
- **Dog Parks**: Participants showed interest in revisiting efforts of having a dog park in the CRA, which aligns with the Village's character of being pet-friendly. Special attention to maintenance and noise mitigation should be given to address concerns from residents
- **Placemaking and Public Art**: A placemaking grant could fund enhancements like decorative lighting, public art, and new signage. This would help to reinforce the CRA's identity and create a more vibrant, welcoming environment.
- **Fishing Pier**: A fishing pier, with or without an associated harbor master building, was proposed as a key recreational feature along the waterfront.
- **Food Truck Park**: Establishing a designated area for food trucks was another suggestion that could enhance the area's vibrancy and appeal to visitors. Smaller vacant parcels could offer a good opportunity site in the short term while a longer-term accommodation is worked out.

Long-Term (6-15 Years)

Some suggestions were more aspirational or tied to larger-scale projects that would take longer to plan and implement:

- **Art Center**: Establishing an art center could serve as a long-term cultural anchor for the CRA, contributing to the community's artistic identity and drawing both residents and visitors to the area.
- **Harbor Patrol and Marina Improvements**: A dedicated harbor patrol and improvements to the marina, including a potential mooring field at Cocoa Yacht Basin, were mentioned as long-term infrastructure priorities that would help manage the CRA's waterfront effectively.
- **Micro-Transit**: The concept of a micro-transit system, perhaps linked to parking shuttles, would be a longer-term investment in mobility infrastructure that could improve access and connectivity within the CRA.
- **Homelessness and Enforcement**: Several comments highlighted the need to address homelessness through enforcement and control measures, potentially through a combination of services and dedicated efforts over the long term.

General Themes

The community has a clear desire for improvements to both the aesthetic and functional aspects of the CRA, with a focus on:

1. **Waterfront**: Enhancing the waterfront for both residents and visitors, with activities like kayaking, paddleboarding, and fishing, as well as improving dockage and mooring fields.

2. **Safety and Policing**: Addressing safety concerns through increased police presence, foot patrols, and enforcement, particularly in key areas like mooring fields and day docks.
3. **Public Spaces**: Improving public spaces with amenities such as better lighting, dog parks, and public art, while also focusing on maintaining the existing infrastructure.
4. **Civic Engagement and Recreation**: Upgrading key community facilities, such as the civic center and creating new recreational opportunities, like a food truck park or an art center.

These diverse ideas will be considered in developing a comprehensive strategy to guide future development within the Cocoa CRA, ensuring a balance of immediate improvements and long-term investments for the community's continued vitality.

STAKEHOLDER INTERVIEWS:

As part of the ongoing update to the Cocoa Community Redevelopment Plan, several stakeholder interviews were conducted during the Open House held on October 30, 2024, at the City Council Chambers to gather input on the challenges, assets, and opportunities within the Cocoa CRA. When describing the Cocoa Community Redevelopment Area (CRA), stakeholders view the CRA as the heart of the City, as many people within the City and surrounding areas come to the Village for entertainment, events, dining, and shopping. Therefore, stakeholders see the Historic Village as the central asset to the CRA, providing a unique charm that defines the area. Key historic sites like the Derby Street Chapel, Porcher House, The Historic Cocoa Village Playhouse (CVP), and the Harrison Corridor are viewed as valuable cultural sites. Community spaces like Riverfront Park, Taylor Park, and the Brevard County Library are also seen as integral to the area's vibrant atmosphere. Additionally, the **waterfront** is a significant but underutilized asset, offering potential for more recreational opportunities.

While the Cocoa CRA has many strengths, stakeholders identified several challenges. **Parking** was noted as being inadequate during events, although not an issue otherwise. Concerns about leadership being disconnected from their constituents suggest a need for more collaborative visionary thinking to support growth. Another key concern is the architecture of the Village detracting from its appeal, including vacant lots and deteriorating building façades. **Building height regulations** (currently allowing up to 100 feet) contrast sharply with the Village's historic structures. **Homelessness and affordability** for both housing and businesses were cited as barriers to attracting new residents and businesses. Additionally, the **lack of business and housing variety**, especially for specialized retail and family-oriented options, is limiting the area's potential. Finally, safety concerns, particularly for bicyclists on Indian River Drive and the reputation of crime in some parts of the CRA, pose challenges for both residents and visitors.

Stakeholders were clear about the types of businesses they want to avoid in the CRA. There is a strong resistance to **large chains**, **motels**, **vape shops**, **kava/kratom shops**, and **new manufacturing**, which are seen as incompatible with the Village's historic, pedestrian-oriented nature. There is also a call for **improved safety**, including **more lighting** and the establishment of a **police substation** to address crime. In addition, stakeholders emphasized the need for **stronger landscaping regulations** to protect heritage trees and ensure that new development aligns with the historic character of the area.

Looking forward, stakeholders expressed a strong interest in **enhancing the waterfront** with amenities such as a Harbor Master, kayak rentals, boat launch, and a fishing pier. Improvements in **landscaping** and

more **cohesive signage** to improve the Village's visual identity were also mentioned. There is a desire for more **public art**, **gateway signage** to better mark the entrance to Cocoa Village, and a **trolley service** to help with parking. **Boutique hotels** or a bed and breakfast would support tourism, and the repurposing of historic buildings like the Bank Building for apartments or the SunTrust Building for the Chamber of Commerce was suggested. There is also a desire for a greater variety of **specialized retail**, catering to men, children, and niche markets. In terms of redevelopment, the **western CRA area** is seen as a good opportunity for **mixed-use development**, and stakeholders hope for a greater focus on **walkability** and residential options that would bring more people to the Village.

The feedback from stakeholders reflects both a strong appreciation for Cocoa Village's historic charm and creative spirit, as well as a shared vision for its future growth. Addressing the identified challenges—especially around parking, affordability, and safety—while capitalizing on the area's assets and opportunities, will be key to shaping the CRA's redevelopment strategies.

EVENT:

Open House
November 6, 2024
City of Cocoa Council Chambers
65 Stone St, Cocoa, FL, 32922
9:00 AM – 11:00 AM

PUBLIC NOTICE:

This event was promoted using the following outreach methods in both English and Spanish:

- Mailed postcard
- Yard sign
- City of Cocoa Calendar
- City of Cocoa Monthly E-newsletter
- Project Website: https://www.inspire-engagement.com/cocoa-cra-plan-update
- Facebook: https://www.facebook.com/CityofCocoa/
- LinkedIn: https://www.linkedin.com/company/city-of-cocoa/
- Twitter / X: @CityofCocoa

PURPOSE:

An Open House was held on November 6th in the City of Cocoa Council Chambers in the City Hall with the goal presenting the findings from the previous public engagement, ensuring the public felt aligned with the focus areas gleaned from then, and prompting more focused engagement on specific priorities and approaches to addressing the CRA's challenges and goals. There were two resident attendees and two Council members, as well as the Inspire and City of Cocoa project teams.

The Engagement Boards/Activities presented included the following and can be found in the Appendix of this memo:

- PowerPoint presentation
- Community Redevelopment Agencies 101
- Tax Increment Financing 101
- Where do you Live / Work / Play?
- Focus Areas maps
- Focus Areas budget exercise

WHAT WE LEARNED:

There was a discussion among attendees and the project teams regarding the enhanced parking at Lee Wenner Park. There was a concern over the removal of trees to accommodate additional parking. The City's Project Manager explained the details of the project and provided an overview of the process, including that the project was identified as a priority in the Cocoa Waterfront Master Plan.

Cocoa Community Redevelopment Area

Open House Materials & Public Input

October 30, 2024

JOIN US FOR AN OPEN HOUSE!



Join us for a Cocoa Community Redevelopment Agency (CRA) Open House. Members of the community are invited to learn about the CRA, the Community Redevelopment Plan update, and provide input on types of projects and programming they would like to see in the Cocoa Community Redevelopment Area.

October 9, 2024

11 am - 7 pm

Cocoa City Hall
65 Stone St, Cocoa, FL 32922
(in Council Chambers)

Visit the project website to learn more!

SCAN HERE!

www.inspire-engagement.com/cocoa-cra-plan-update

City of Cocoa
Community Services Dept.
ATTN: Ryan Browne
65 Stone St.
Cocoa, FL 32922

COCOA
REDEVELOPMENT AGENCY

JOIN US FOR AN OPEN HOUSE!

ACOMPÁÑENOS A UNA JORNADA DE PUERTAS ABIERTAS!

RESCHEDULED!

¡CAMBIO DE FECHA!



Join us for a Cocoa Community Redevelopment Agency (CRA) Open House. Members of the community are invited to learn about the CRA, the Community Redevelopment Plan update, and provide input on types of projects and programming they would like to see in the Cocoa Community Redevelopment Area.

Invitamos a los miembros de la comunidad a una jornada de puertas abiertas que ofrece la Agencia de Reurbanización Comunitaria (CRA) de Cocoa para informar al público sobre el propósito de la CRA, la actualización del Plan de Reurbanización Comunitaria, y para ofrecer al público la oportunidad de dar su opinión sobre los tipos de proyectos y programas que les gustaría ver en la zona CRA.

October 9, 2024

11 am - 7 pm

Cocoa City Hall
65 Stone St, Cocoa, FL 32922
(in Council Chambers)

Miércoles, Octubre 30

11 am - 7 pm

Ayuntamiento de la ciudad de Cocoa
65 Stone St, Cocoa, FL 32922
(en el salon del consejo municipal)

Visit the project website to learn more!

¡Para más información, visite la página web del proyecto!

SCAN HERE!

¡ESCANEA AQUI!

www.inspire-engagement.com/cocoa-cra-plan-update

City of Cocoa
Community Services Dept.
ATTN: Ryan Browne
65 Stone St.
Cocoa, FL 32922

—COCOA—
REDEVELOPMENT AGENCY

JOIN US FOR AN OPEN HOUSE!

September 26, 2024 | 11 am - 7 pm

Join us for a Cocoa Community Redevelopment Agency (CRA) Open House. Members of the community are invited to learn about the CRA, the Community Redevelopment Plan update, and provide input on types of projects and programming they would like to see in the Cocoa Community Redevelopment Area.

Visit: **www.inspire-engagement.com/cocoa-cra-plan-update**

SCAN TO LEARN MORE

Civic Center
430 Delannoy Ave.,
Cocoa, FL 32922

CRA PLAN UPDATE
COCOA

JOIN US FOR AN OPEN HOUSE!

RESCHEDULED! October 30, 2024 | 11 am - 7 pm

Join us for a Cocoa Community Redevelopment Agency (CRA) Open House. Members of the community are invited to learn about the CRA, the Community Redevelopment Plan update, and provide input on types of projects and programming they would like to see in the Cocoa Community Redevelopment Area.

Visit: www.inspire-engagement.com/cocoa-cra-plan-update

SCAN TO LEARN MORE

Cocoa City Hall

65 Stone St, Cocoa, FL
32922 (in Council Chambers)

CRA PLAN UPDATE
COCOA

ACOMPÁÑENOS A UNA JORNADA DE PUERTAS ABIERTAS!

¡CAMBIO DE FECHA! Octubre 30, 2024 | 11 am - 7 pm

Invitamos a los miembros de la comunidad a una jornada de puertas abiertas que ofrece la Agencia de Reurbanización Comunitaria (CRA) de Cocoa para informar al público sobre el propósito de la CRA, la actualización del Plan de Reurbanización Comunitaria, y para ofrecer al público la oportunidad de dar su opinión sobre los tipos de proyectos y programas que les gustaría ver en la zona CRA.

Visite: www.inspire-engagement.com/cocoa-cra-plan-update

¡Escanea aqui!

Ayuntamiento de la ciudad de Cocoa

65 Stone St, Cocoa, FL 32922
(en el salon del consejo municipal)

CRA PLAN UPDATE
COCOA



VISIT THE PROJECT WEBSITE TODAY!

SHARE YOUR IDEAS FOR THE FUTURE OF THE COCOA CRA

https://www.inspire-engagement.com/cocoa-cra-plan-update



VISIT THE PROJECT WEBSITE TODAY!

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VISIT THE PROJECT WEBSITE TODAY!

SHARE YOUR IDEAS FOR THE FUTURE OF THE COCOA CRA

https://www.inspire-engagement.com/cocoa-cra-plan-update

CRA 101


CRA PLAN UPDATE
COCOA
CITY OF COCOA
PARKING
CITY HALL
COCOA RIVERFRONT PARK
Historic Cocoa Village
MUNICIPAL PARKING
ONE WAY
SPEED LIMIT 15
STOP
STOP

CRA 101



What is a Community Redevelopment Area (CRA)?

An agency whose goal is to improve defined areas by reinvesting local property tax revenue in the area. A CRA benefits the entire community by eliminating blight, building wealth, and addressing the quality and inclusiveness of growth.

¿Qué es una Área de Reurbanización Comunitaria (CRA)?

Una Agencia cuyo objetivo es mejorar áreas designadas a través de reinvertir los impuestos de propiedad locales del área. El CRA beneficia a la comunidad eliminando el deterioro urbano, generando riqueza, y mejorando la calidad y la inclusividad del desarrollo.

COCOA
REDEVELOPMENT AGENCY

CRA PLAN UPDATE
COCOA

Inspire
PLACEMAKING COLLECTIVE

CRA 101

CRA's address the presence of:

blight, deterioration, and economic underdevelopment in specific regions. They focus on revitalizing areas suffering from issues like substandard infrastructure, inadequate housing, high crime rates, and economic stagnation. The goal is to encourage investment, improve living conditions, and stimulate economic growth in these designated areas.

Las CRA's abordan la presencia de:

la degradación, el deterioro urbano y el subdesarrollo económico *en regiones específicas. Se centran en revitalizar zonas que sufren problemas como infraestructuras deficientes, viviendas inadecuadas, altos índices de delincuencia y estancamiento económico. El objetivo es fomentar la inversión privada, mejorar las condiciones de vida y estimular el crecimiento económico en esas zonas.*

COCOA REDEVELOPMENT AGENCY

CRA PLAN UPDATE COCOA

Inspire PLACEMAKING COLLECTIVE

CRA 101



How does a CRA address these issues?

By creating a Community Redevelopment Plan that guides the use of Tax Increment Financing (TIF) to pool local property tax revenue and spend it in a way that addresses the specific needs of the designated area.

¿Cómo responde la Agencia a estos temas?

*Mediante la creación de un Plan de Reurbanización Comunitaria que oriente el uso del **Financiamiento del Incremento de Impuestos (TIF)** para reunir los ingresos de impuestos de propiedades locales y utilizarlos para abordar las necesidades específicas del área designada.*

COCOA REDEVELOPMENT AGENCY

CRA PLAN UPDATE COCOA

Inspire PLACEMAKING COLLECTIVE

CRA 101

Things CRAs Can Pay For:

Cosas que puede pagar la Agencia:



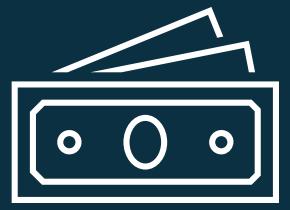
Capital Expenditures

Gastos de Capital



Incentives & Grants

Incentivos y Subvenciones



Cost Sharing / Allocation for Services

Cofinanciación y Asignación de servicios



Land Acquisition

Adquisición de Tierras



Community Policing

Vigilancia Comunitaria

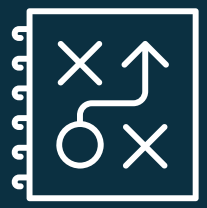
COCOA REDEVELOPMENT AGENCY

CRA PLAN UPDATE COCOA

Inspire PLACEMAKING COLLECTIVE

CRA 101







Community Redevelopment Plan is the Blueprint of the CRA

- If a program or project is ***not*** contained in the Plan it ***cannot*** be undertaken.
- Can only do projects in the plan, in the budget, and in the CRA area.
- Strategic planning is key to carry out the plan.

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CRA PLAN UPDATE
COCOA

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TAX INCREMENT FINANCING (TIF)







What is Tax Increment Financing (TIF)?

- As property values within the CRA boundaries increase over time, the additional property tax revenue collected is referred to as the “TIF” and funds the projects established in the Community Redevelopment Plan.
- TIF funded projects and programs encourage private sector investment within the CRA

¿Que es el Financiamiento de Incremento de Impuestos (TIF)?

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- *Los proyectos y programas financiados por el TIF fomentan la inversión del sector privado dentro del CRA - las inversiones privadas generalmente siguen a las inversiones públicas /del CRA*

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BASE YEAR & VALUE IS SET

AÑO BASE Y EL VALOR SON ESTABLECIDOS

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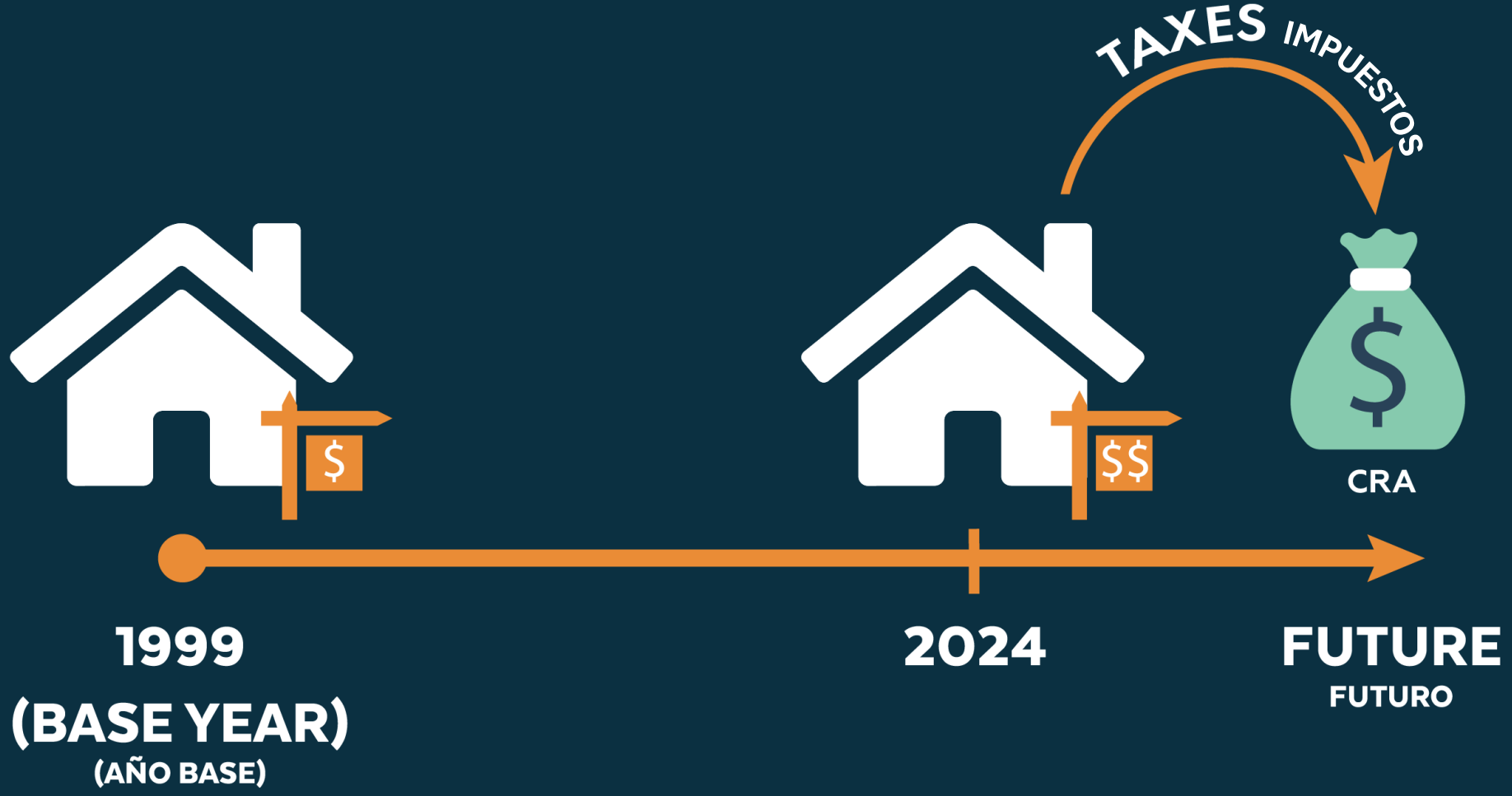

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CRA PLAN UPDATE
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COCOA CRA

Established:
April 1981

Operational Timeframe:
Sunsets in 2041

Area:
286 acres

Approximately 20 acres of vacant parcels



COCOA REDEVELOPMENT AGENCY

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Name (first and last)	**Email**
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SIGN IN SHEET

Name (first and last)	**Email**
Janne Etz	(Agency member)
Larry Brown	Diamond Square (CRA)

Placemaking in the Cocoa Community Redevelopment Area should feature...

El Área de Reurbanización Comunitaria de Cocoa debe ofrecer los siguientes...

Pick your TOP 5 Choices

Elija sus 5 mejores opciones

Open Air Market / Pavilion — Mercado Abierto / Pabellones: 8	**Photo Opp** — Oportunidad de photo: 5	**Gateway** — Portal de Entrada: 10	**Architectural Interest** — Interés arquitectónico: 11
Improved Landscape — Mejora de paisajismo: 10	**Historic Signage** — Señalización cultural: 5	**Walking/Biking Trails** — Senderos para peatones y ciclistas: 4	**Decorative Lighting** — Iluminación decorativa: 10
Flexible Parking Plaza — Áreas flexibles: 0	**Public Art/Murals** — Murales y obras de arte público: 6	**Movable Furniture** — Muebles movibles: 0	**Outdoor Dining** — Comedor al aire libre: 1
Designated Food Truck Park — Areas designadas para Food Trucks: 3	**Pocket Park** — Mini-parques: 4; Dog Park: 2	**Wayfinding** — Señalización orientativa: 3	**Public Transit** — Transporte público: 1
Family-Friendly activity areas — Areas para actividades familiares: 0	**Pedestrian Plaza** — Plazas peatonales: 1	**Festival Street** — Calle para festivales: 2	**Bicycle Facilities** — Estaciones de bicicletas: 3

Waterfront engagement: 5

CRA PLAN UPDATE COCOA

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What would you like to see in the Cocoa Community Redevelopment Area?

¿Qué le gustaría ver en el Área de Reurbanización Comunitaria de Cocoa?

Pick your TOP 5 Choices

Elija sus 5 mejores opciones

Streetscape Amenities

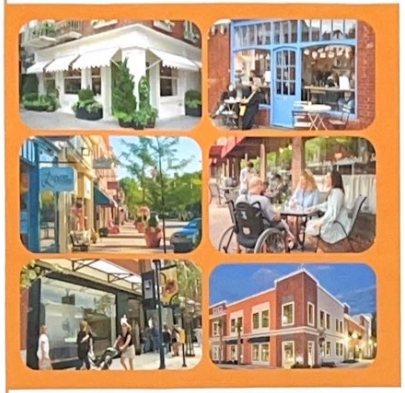
instalaciones del paisaje urbano



- Seating areas 4
  Áreas para sentarse
- Shade elements 9
  Elementos de sombra
- Landscaping 9
  Paisajismo
- Public plazas 2
  Plazas públicas
- Wayfinding signage 5
  Señalización orientativa

Active Businesses

Negocios activos



- Active building frontages 5
  Fachadas interactivas
- Architectural interest 13
  Interés arquitectónico
- Variety in business types 5
  Variedad en los tipos de negocio
- Pedestrian-oriented 2
  Orientada a los peatones
- Multi-use buildings 2
  Edificio multiuso

Programming

Programación



- Live music 3
  Música en vivo
- Community Events 4
  Eventos Comunitarios
- Festivals 4
  Festivales
- Business partnership events 1
  Eventos de colaboración empresarial
- Community volunteering 4
  Servicio comunitario voluntario

Mobility

Movilidad



- Wider sidewalks 3
  aceras más anchas
- ADA accessibility 0
  Accesibilidad ADA
- Bicycle facilities 4
  instalaciones para bicicletas
- Improved transit stops 0
  Paradas de tránsito mejoradas
- Pedestrian-only areas 3
  Zonas peatonales dedicadas

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The CRA should prioritize...

El CRA debe priorizar...

Resilience
Resistencia o capacidad de recuperacion



7

Attracting Visitors
Atraer al turismo



12

Infill Development
Reutilizacion de terrenos vacantes an areas urbanas



7

Housing Options
Opciones de vivienda



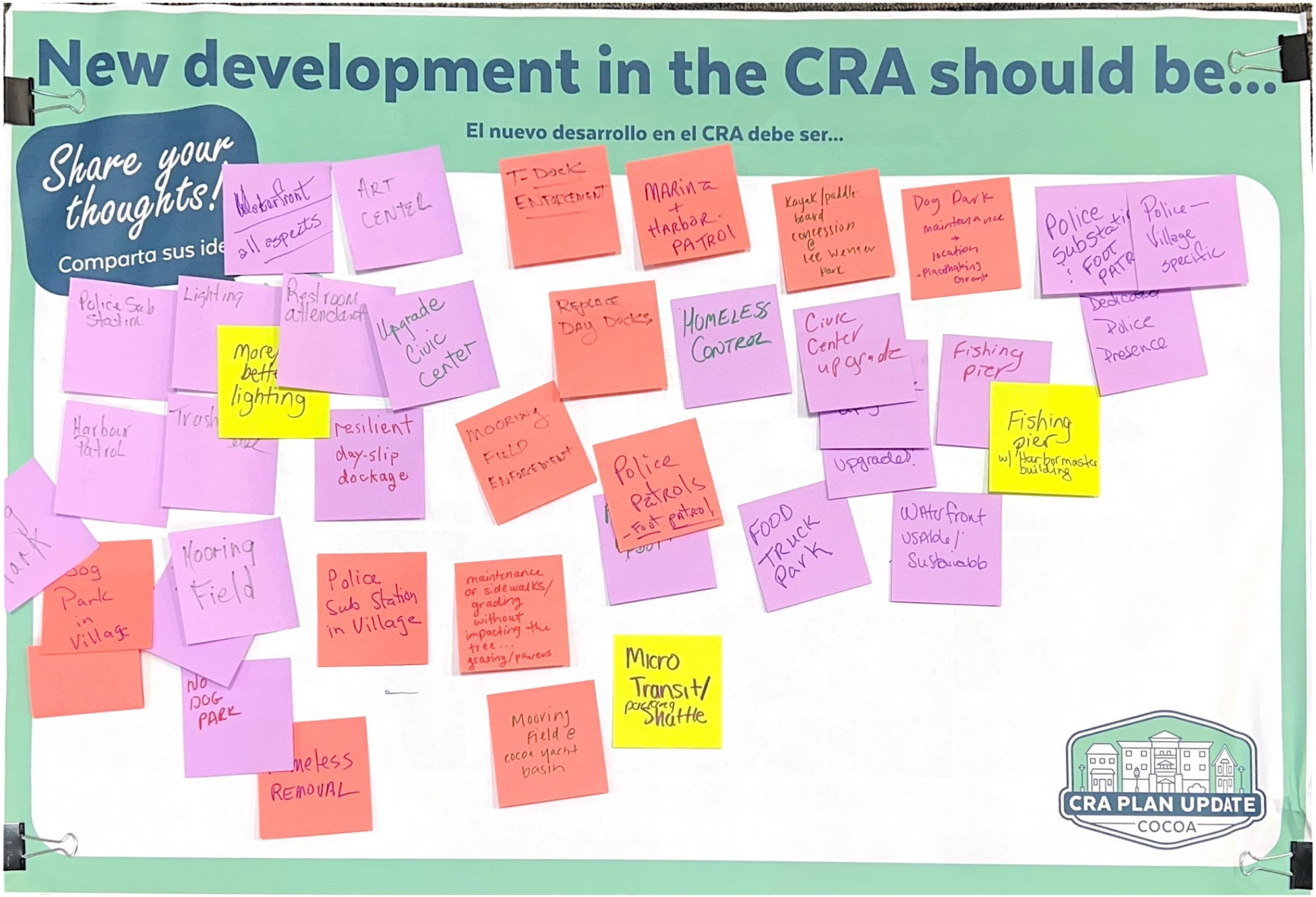
2

Public Spaces
Espacios publicos



9

CRA PLAN UPDATE
COCOA


New development in the CRA should be...
El nuevo desarrollo en el CRA debe ser...
Share your thoughts!
Comparta sus ide
Waterfront all aspects
ART CENTER
T-Dock ENFORCEMENT
MARINA + HARBOR PATROL
Kayak/paddle board concession @ Lee Wenner Park
Dog Park maintenance + location - Placemaking Grant
Police Substation FOOT PATR
Police — Village specific
Police Sub Station
Lighting
Restroom attendant
Upgrade Civic Center
More better lighting
REPLACE DAY DOCKS
HOMELESS CONTROL
Civic Center upgrade
Fishing pier
Dedicated Police Presence
Harbour Patrol
Trash
Resilient day-slip dockage
MOORING FIELD ENFORCEMENT
Police Patrols - Foot patrol
Upgrade?
Fishing pier w/ Harbormaster building
FOOD TRUCK PARK
Waterfront USABLE/ Sustainable
Dog Park in Village
Mooring Field
Police Sub Station in Village
maintenance of sidewalks/ grading without impacting the tree... grating/pavers
NO DOG PARK
Micro Transit/ passing Shuttle
Mooring Field @ cocoa yacht basin
REMOVAL
CRA PLAN UPDATE
COCOA

Cocoa Community Redevelopment Area

Workshop Materials & Public Input

November 18, 2024

JOIN US FOR A COMMUNITY WORKSHOP

PARTICIPE EN UN SEMINARIO COMUNITARIO



#2

Learn about the Cocoa Community Redevelopment Agency (CRA) and provide input on the 2024 Community Redevelopment Plan Update.

Infórmese sobre la Agencia de Reurbanización Comunitaria (CRA) de Cocoa y aporte su opinión sobre la actualización del Plan de Reurbanización Comunitaria para 2024.

November 6, 2024
6 de Noviembre, 2024

9 am - 11 am

Cocoa City Hall
Ayuntamiento de la ciudad de Cocoa
65 Stone St, Cocoa, FL 32922
(in Council Chambers)
(en el salon del consejo municipal)

Visit the project website to learn more!

¡Para más información, visite la página web del proyecto!

SCAN HERE!

¡ESCANEA AQUI!

www.inspire-engagement.com/cocoa-cra-plan-update

City of Cocoa
Community Services Dept.
ATTN: Ryan Browne
65 Stone St.
Cocoa, FL 32922

—COCOA—
REDEVELOPMENT AGENCY

JOIN US FOR A COMMUNITY WORKSHOP

November 6, 2024 | 9 am - 11 am

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SCAN TO LEARN MORE

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CRA PLAN UPDATE
COCOA

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¡Escanea aqui!

Ayuntamiento de la ciudad de Cocoa

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CRA PLAN UPDATE
COCOA


CRA PLAN UPDATE
COCOA
SPEED LIMIT 15
STOP
STOP
MUNICIPAL PARKING
ONE WAY
CITY
COCOA RIVE
PARK

INTRODUCTION & CRA OVERVIEW

PLAN UPDATE

NEXT STEPS

COCOA
REDEVELOPMENT AGENCY

CRA PLAN UPDATE
COCOA

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INTRODUCTION & CRA 101

CRA 101



What is a Community Redevelopment Area (CRA)?

An agency whose goal is to improve defined areas by reinvesting local property tax revenue in the area. A CRA benefits the entire community by eliminating blight, building wealth, and addressing the quality and inclusiveness of growth.

¿Qué es una Área de Reurbanización Comunitaria (CRA)?

Una Agencia cuyo objetivo es mejorar áreas designadas a través de reinvertir los impuestos de propiedad locales del área. El CRA beneficia a la comunidad eliminando el deterioro urbano, generando riqueza, y mejorando la calidad y la inclusividad del desarrollo.

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CRA 101

CRA's address the presence of:

blight, deterioration, and economic underdevelopment in specific regions. They focus on revitalizing areas suffering from issues like substandard infrastructure, inadequate housing, high crime rates, and economic stagnation. The goal is to encourage investment, improve living conditions, and stimulate economic growth in these designated areas.

Las CRA's abordan la presencia de:

la degradación, el deterioro urbano y el subdesarrollo económico *en regiones específicas. Se centran en revitalizar zonas que sufren problemas como infraestructuras deficientes, viviendas inadecuadas, altos índices de delincuencia y estancamiento económico. El objetivo es fomentar la inversión privada, mejorar las condiciones de vida y estimular el crecimiento económico en esas zonas.*

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How does a CRA address these issues?

By creating a Community Redevelopment Plan that guides the use of Tax Increment Financing (TIF) to pool local property tax revenue and spend it in a way that addresses the specific needs of the designated area.

¿Cómo responde la Agencia a estos temas?

*Mediante la creación de un Plan de Reurbanización Comunitaria que oriente el uso del **Financiamiento del Incremento de Impuestos (TIF)** para reunir los ingresos de impuestos de propiedades locales y utilizarlos para abordar las necesidades específicas del área designada.*

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CRA 101

Things CRAs Can Pay For:

Cosas que puede pagar la Agencia:



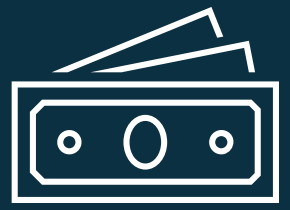
Capital Expenditures

Gastos de Capital



Incentives & Grants

Incentivos y Subvenciones



Cost Sharing / Allocation for Services

Cofinanciación y Asignación de servicios



Land Acquisition

Adquisición de Tierras



Community Policing

Vigilancia Comunitaria

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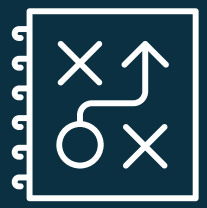
CRA 101







Community Redevelopment Plan is the Blueprint of the CRA

- If a program or project is ***not*** contained in the Plan it ***cannot*** be undertaken.
- Can only do projects in the plan, in the budget, and in the CRA area.
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BASE YEAR & VALUE IS SET

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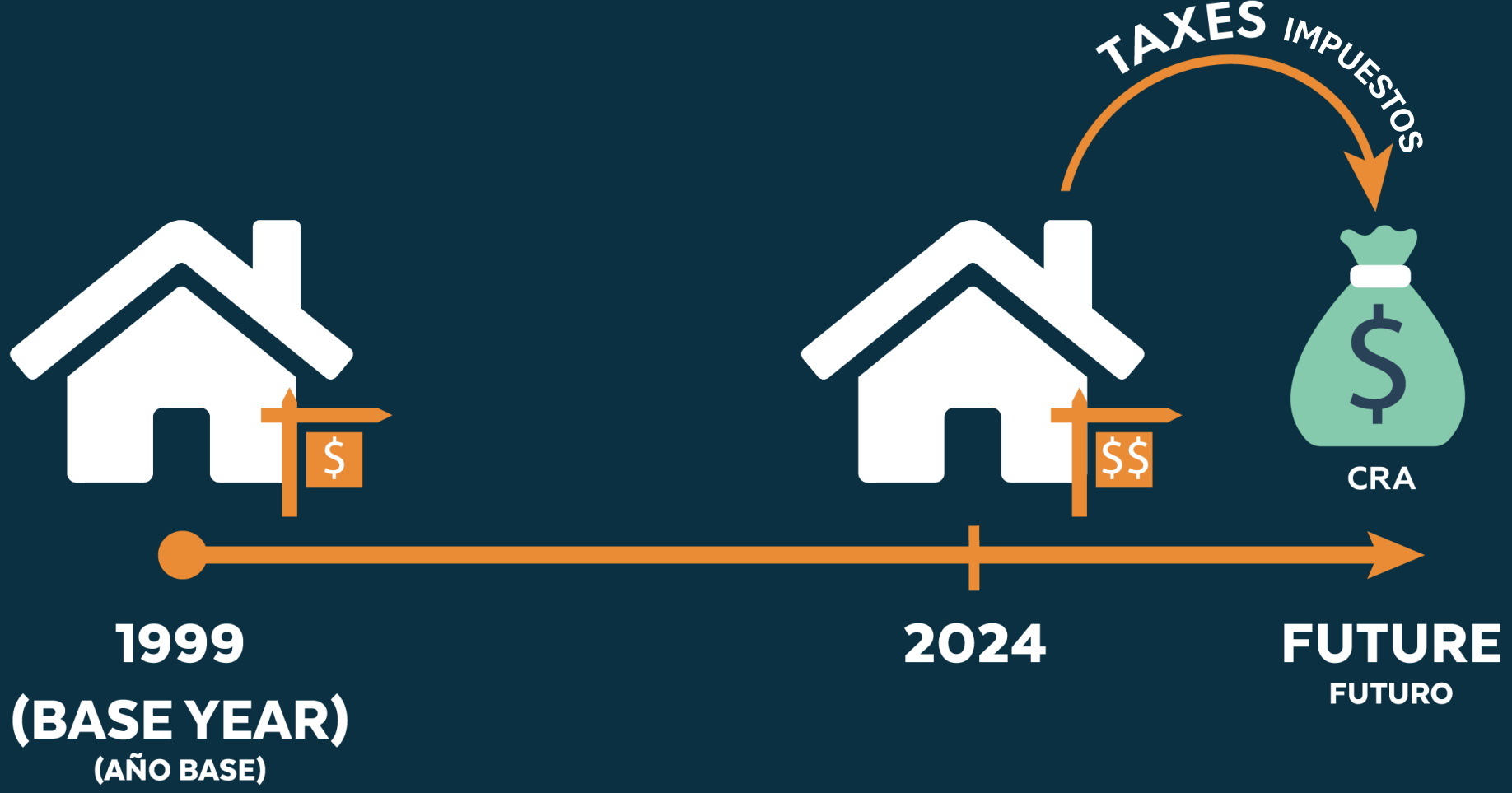

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CRA PLAN UPDATE
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COCOA CRA

Established:
April 1981

Operational Timeframe:
Sunsets in 2041

Area:
286 acres

Plans/Updates:
1981
1997
2018/2022



COCOA REDEVELOPMENT AGENCY

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Plan Update

SCOPE

Cocoa Community Redevelopment Plan Update
Task 1: Kickoff & Data Collection
Task 1.1 Project Management
Task 1.2 Kick-off Meeting and Site Tour
Task 1.3 Coordination with Brevard County
Task 2: Community Engagement
Task 2.1 Project Branding
Task 2.2 Interactive Website & Virtual Engagement Tools
Task 2.3 Stakeholder Interviews
Task 2.4 Community Meetings
Task 3: CRA Existing Conditions: Data & Analysis
Task 3.1 Existing Conditions and Trends Analysis
Task 4: Community Redevelopment Plan Update Draft
Task 4.1 TIF Revenue Projections
Task 4.2 Development of Strategic Framework & GOPs
Task 4.3 Five-Year CRA Budget Worksheets
Task 4.4 Master Plan Components
Task 4.5 Draft Community Redevelopment Plan
Task 5: Presentation of Community Redevelopment Plan
Task 5.1 Resolutions & Ordinance;
Task 5.2 Documentation and Incorporation of Comments and Revisions
Task 5.3 -5.6 Presentations of Draft Plan to Cocoa CRA Board, Planning Agency, City Council

PLANNING APPROACH

What is the data telling us?
What/Where are the gaps?

Kick-Off → Public Involvement → Data Collection & Analyses → Strategy Formation → Plan Development

COMPREHENSIVE + STRATEGIC

FOCUSED ON IMPLEMENTATION

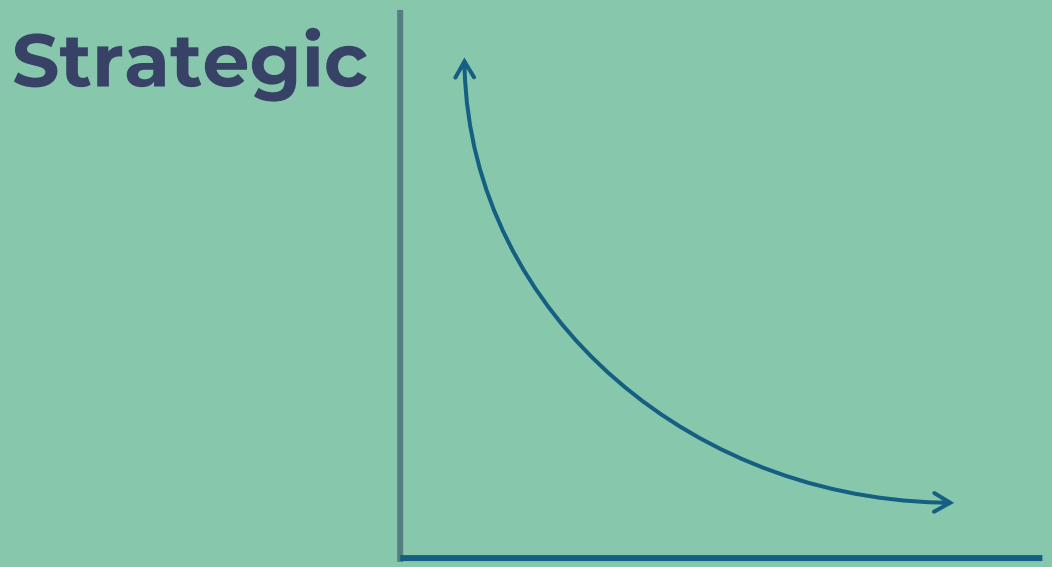
Qualitative

Stakeholder Interviews
Workshops/Public Input
Surveys
Website Input
Site Tours

Quantitative

GIS Mapping
Demographics
Comparable Research
Transportation
Real Estate Market
TIF Projections

PLAN UPDATE



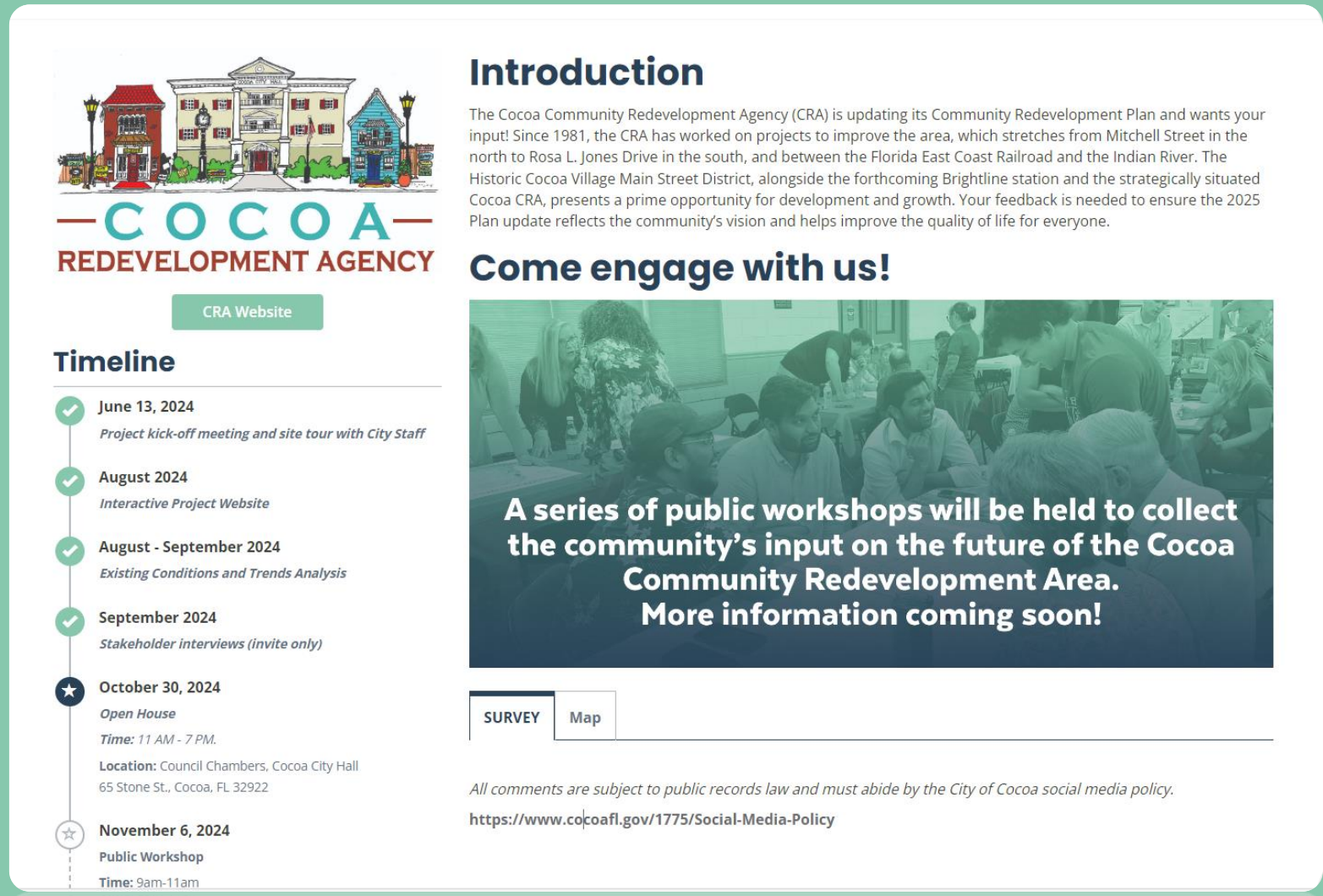
CRA Action Plan and Phased Prioritization

+

Goals, Objectives, and Policies

PLAN DEVELOPMENT

- ✓ Site Tour
- ✓ Existing Conditions
- ✓ Community Engagement
  - ✓ Website (Interactive Map)
  - ✓ Stakeholder Interviews
  - ✓ Open House
  - ❑ Workshop



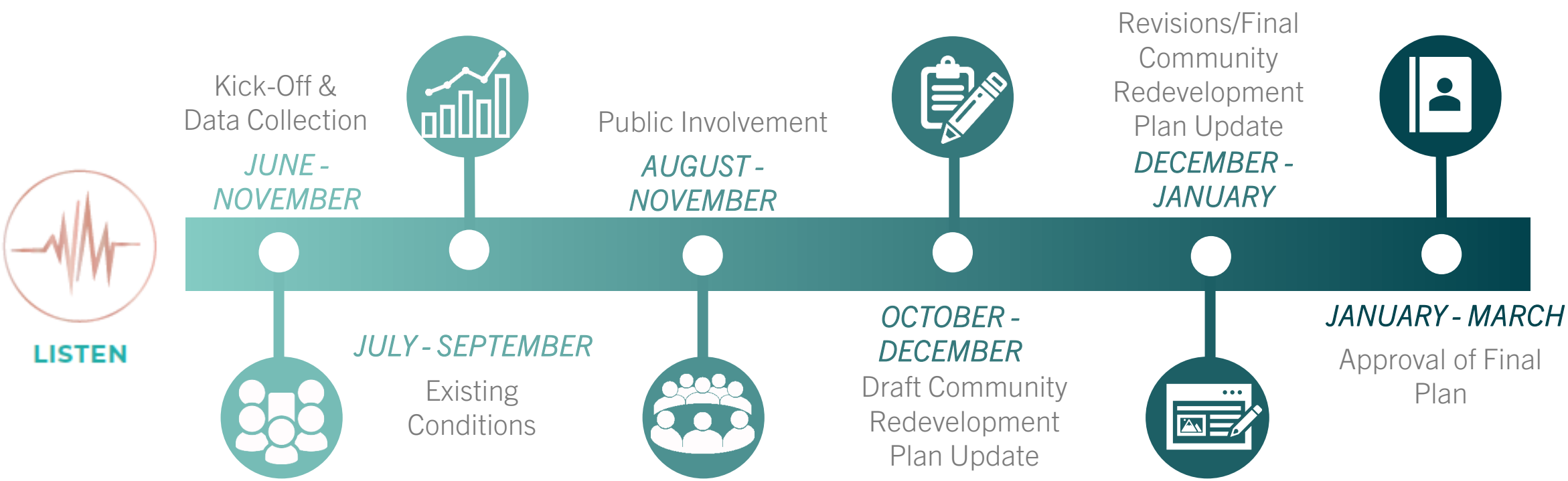
FINDINGS

FOCUS AREAS:

- Public Spaces
- Housing
- Economic Development
- Transportation / Mobility
- Safety, Infrastructure & Resiliency
- Waterfront

Next Steps

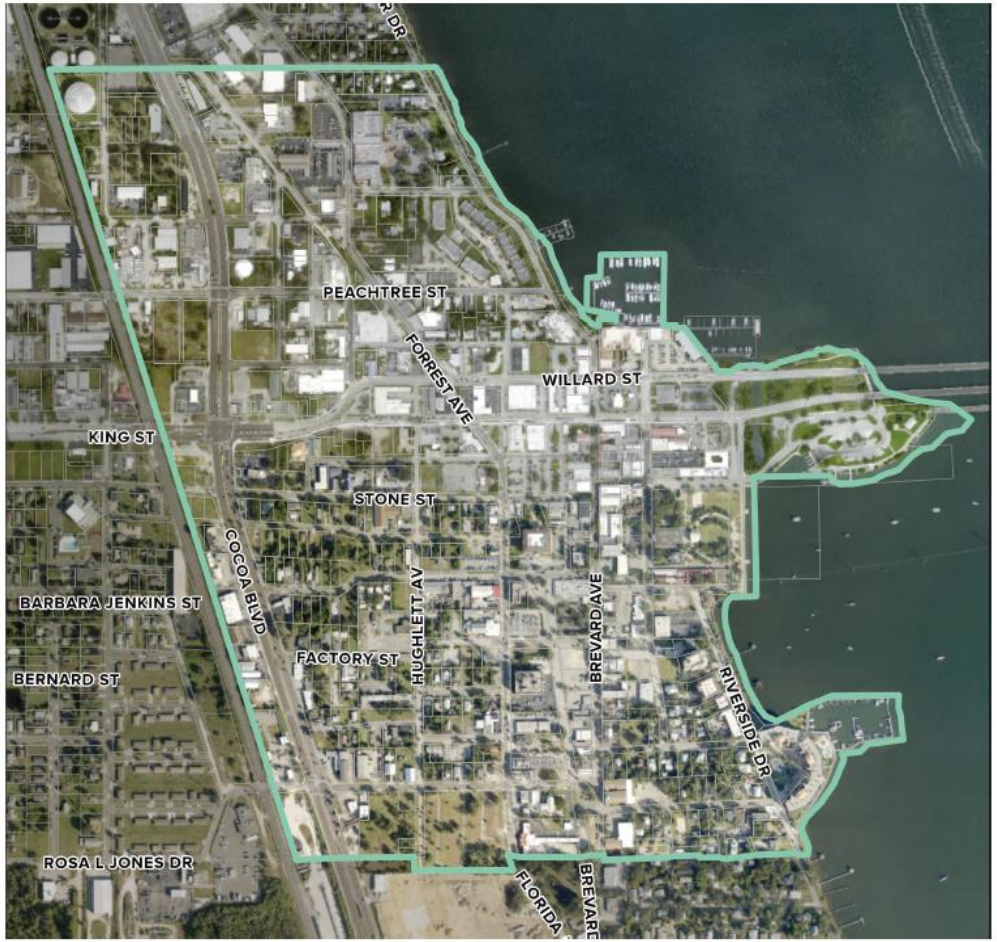
TIMELINE


LISTEN
Kick-Off &
Data Collection
JUNE -
NOVEMBER
JULY - SEPTEMBER
Existing
Conditions
Public Involvement
AUGUST -
NOVEMBER
OCTOBER -
DECEMBER
Draft Community
Redevelopment
Plan Update
Revisions/Final
Community
Redevelopment
Plan Update
DECEMBER -
JANUARY
JANUARY - MARCH
Approval of Final
Plan

ENGAGEMENT ACTIVITIES

CRA PLAN UPDATE
COCOA

Please show us the areas where you would like to see improvements or changes!



Public Spaces

Parks, Recreation, Civic Center, Public Realm, Dog Park

Housing

Missing Middle, Live-Work, Multi-Family Opportunities

Economic Development

Mixed-Use Development, Business Support, RFP's

Transportation/Mobility

Walkability, Complete Streets, Parking Shuttle, BrightLine Connection

Safety, Infrastructure & Resiliency

CPTED (Crime Prevention Through Environmental Design), Stormwater/Flooding, Infrastructure Maintenance, Tree Coverage

Waterfront

Public Boat Slips, Fishing Pier, Mooring Field

ENGAGEMENT ACTIVITIES

Public Spaces Espacios Públicos

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1 COIN

Smaller projects and upkeep such as adding in a playground, picnic areas, landscape improvements, public art

Proyectos menores y mantenimiento como agregar un parques recreacionales, áreas de picnic, mejoras de paisajismo, arte público









2 COINS

Larger efforts and enhancement projects such as a dog park and pocket parks

Mayores esfuerzos y proyectos de mejoramiento como un parque para perros y pequeños parques urbanos







3 COINS

Transformational projects such as the Civic Center Upgrade

Proyectos de transformacion como la renovación del Centro Cívico







Thank You

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727-272-0212
lcanary@inspireplacemaking.com

Director of Redevelopment
JARED BECK
239-821-2765
jbeck@inspireplacemaking.com

SIGN IN SHEET

Name (first and last)	**Email**
Wanda Shultz	
Marilyn Green	mlgreen20@gmail.com

Where do you Live/Work/Play?

¿Dónde vives? ¿Trabajas? ¿Juegas?



CRA PLAN UPDATE
COCOA

Please show us the areas where you would like to see improvements or changes!



Public Spaces

Parks, Recreation, Civic Center, Public Realm, Dog Park

POCKET PARKS!

Housing

Missing Middle, Live-Work, Multi-Family Opportunities

Economic Development

Mixed-Use Development, Business Support, RFP's

Transportation/Mobility

Walkability, Complete Streets, Parking Shuttle, BrightLine Connection

TROLLEY
FREEBIE GOLF CARTS

Safety, Infrastructure & Resiliency

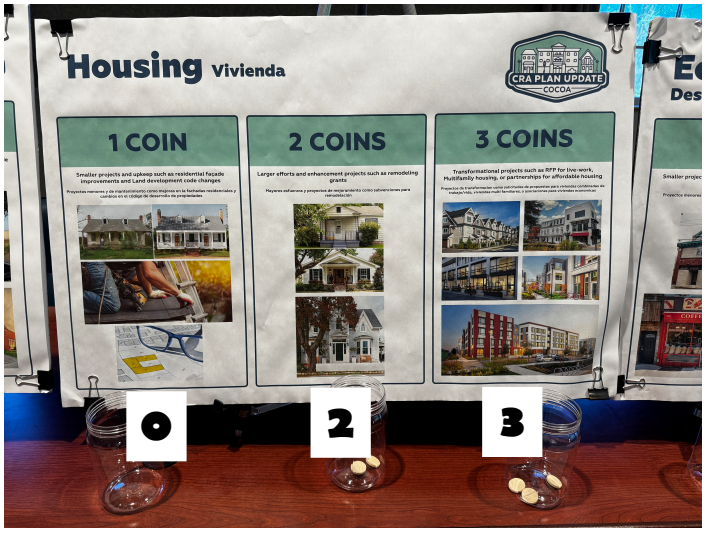
CPTED (Crime Prevention Through Environmental Design), Stormwater/Flooding, Infrastructure Maintenance, Tree Coverage

Waterfront

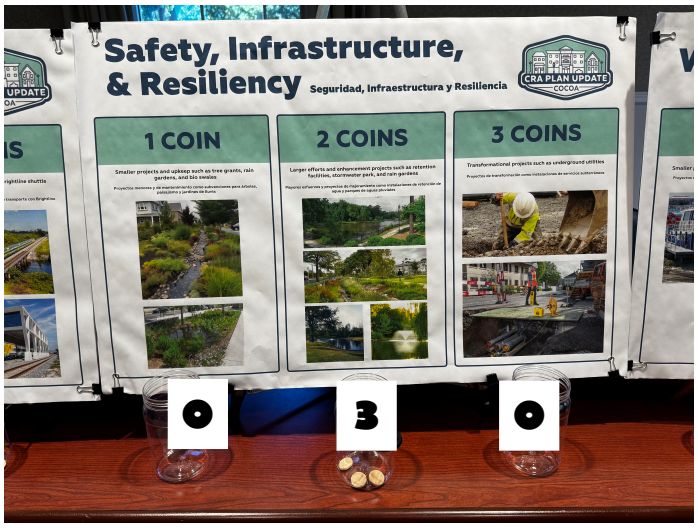
Public Boat Slips, Fishing Pier, Mooring Field

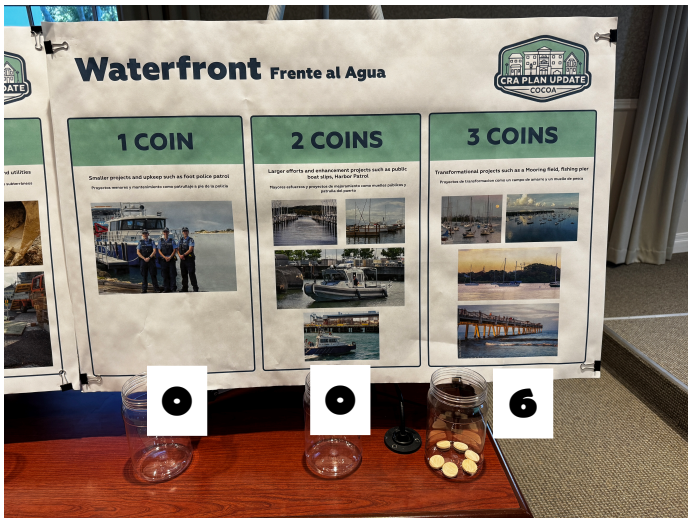
Workshop Activity: CRA Coin Budget Exercise













Cocoa Community Redevelopment Plan

Public Input Results

exported from Social Pinpoint on

December 20, 2024

Cocoa Community Redevelopment Area

Legal Description



CRA PLAN UPDATE

COCOA

2025




COCOA VILLAGE
PLAYHOUSE



ACKNOWLEDGMENTS

COMMUNITY REDEVELOPMENT ADMINISTRATORS

Community Services Director	Charlene Neuterman
Redevelopment Coordinator	Ryan Browne

CITY COUNCIL

Mayor	Michael C. Blake
Deputy Mayor	Lavander Hearn
Deputy Mayor	Patricia Weeks
Council Member	Lorraine Koss
Council Member	Alex Goins

CITY MANAGER

City Manager	Stockton Whitten

CITY OF COCOA STAKEHOLDERS

CITY OF COCOA STAFF

Communications and Economic Development Director	Samantha Senger

LEGAL COUNCIL

Attorney	Anthony A. Garganese

CITY OF COCOA CITIZENS



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INTRODUCTION

PURPOSE

This Community Redevelopment Plan update focuses on the Cocoa CRA, aiming to revitalize and enhance its economic and social vitality. By implementing strategic improvements in infrastructure, promoting local businesses, and creating more inclusive public spaces, the CRA aims to foster a thriving environment that not only attracts new investments but also strengthens community ties. Through this comprehensive approach, stakeholders hope to stimulate economic growth while simultaneously improving quality of life for residents, thereby ensuring that Cocoa remains a vibrant and engaging place to live and work. Most importantly, the Plan must align with the City's vision, mission, and goals, ensuring that changes contribute positively to the community's long-term objectives. By integrating these elements, the Plan seeks to foster sustainable development while addressing the community's specific needs and aspirations.



Cocoa Village Riverfront Park

MISSION STATEMENT

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

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

VALUES

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

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

Community Engagement
Encouraging community participation, inclusivity and awareness so that all residents feel they have an opportunity to participate in their city government.

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

Excellence
Providing responsive and exceptional customer service.

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

VISION

We envision Cocoa as a safe, vibrant, and diverse city that values its rich history and environmental resources, while promoting an engaged and inclusive community with ample employment, housing, recreational, and social opportunities for all.

The Cocoa CRA supports the City's mission, values and vision to develop a safe, vibrant and diverse CRA.



CONTEXT



01

CRA PLAN UPDATE

COCOA

01

CONTEXT


COCOA CRA
Indian River
Hubert Humphrey Bridge
Lee Wenner Park
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520
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HISTORY

The City of Cocoa is situated on the western shore of the Indian River in Brevard County, Florida. Cocoa is a coastal community bordered by Rockledge to the south, the Indian River to the east, and unincorporated Brevard County to the north and west. Originally settled in the 1860s under names such as 'Scrub City' and 'Magnolia Point', Cocoa was officially platted as Indian River City in 1882, and incorporated in 1895. The City began as an agricultural hub producing oranges, lemons, pineapples, bananas, and cane syrup. The advent of steamships revolutionized transportation logistics and attracted businesses that relied on regional transportation. Thus, Cocoa saw further growth with Henry Flagler's Florida East Coast Railway arriving in 1896.

By 1905, Cocoa's prosperity was evident through its diverse stores, attractive homes, wide sidewalks, and numerous schools downtown. Commercial developments concentrated around the Waterfront while residential areas expanded outwardly beyond core business district boundaries thanks largely due to increased automobile ownership rates which rose dramatically between years spanning the early-mid century timeframe. An African-American community known as "The Heart of Cocoa" emerged west of Florida Avenue due to its proximity to citrus fields; this area developed several black-owned businesses and churches serving local residents.

By the middle of the century, the population of the area had grown to about three thousand residents. This period marked a significant turning point as the rapid expansion was largely driven by developments in the space program. Cape Canaveral became a hub of activity, attracting an influx of skilled workers from various fields. This sudden growth necessitated swift and substantial infrastructural adaptations to meet the increasing demands for housing and transportation. The existing infrastructure was quickly overwhelmed, prompting urgent responses to accommodate the burgeoning population.

This rapid expansion came with additional challenges. Initially, there was little consideration given to the potential impacts on the existing tightly-knit communities that had formed organically over the preceding decades. The influx of new residents and the swift pace of development disrupted the social fabric of these communities. Long-standing residents faced the reality of change as their neighborhoods transformed almost overnight. The pressure to adapt to new circumstances tested the resilience of these communities, as they sought to balance growth with preserving their unique cultural and social identities.

During the mid-20th century, the City of Cocoa also experienced significant changes as automobiles began to shape the urban form in the United States. This shift led to a decline in traditional industries such as citrus farming and a decrease in downtown populations. The 1970s witnessed reduced funding for the Space program, resulting in substantial job losses that adversely affected both regional and local economies. By the 1980s, Cocoa faced challenges with high unemployment rates and increased crime.

In response, efforts were made to diversify the economy and rejuvenate tourism. The end of the Cold War and later cessation of the Space Shuttle program further impacted Cocoa and Brevard County; funding cuts at Kennedy Space Center led to job reductions, leaving behind an infrastructure primarily designed for rapid coastal access. Despite these challenges, Cocoa's downtown area—Cocoa Village—managed relatively well compared to other parts of the county due to its preserved historic core. While some streets thrive commercially and waterfront condominium developments have emerged, there remains a disconnect between Cocoa Village and its historical link to the Indian River.

The Great Recession posed additional setbacks with plummeting property values and a stagnant real estate market hindering redevelopment efforts. Projects were shelved until recovery began around 2014—later than many neighboring jurisdictions—but by then most initiatives had been abandoned.

As interest in redeveloping Cocoa Village grew once more, Hurricane Irma struck in September 2017, causing extensive damage along with flooding on several streets. Nevertheless, these adversities present opportunities for refining visions concerning the Waterfront, historic Cocoa Village and surrounding neighborhoods.



Brevard Avenue in downtown Cocoa Village, 1930s

01

CONTEXT

TIMELINE



SETTLEMENT AND AGRICULTURE BEGINNINGS

Cocoa is settled as “Scrub City, Magnolia Point,” with agriculture as the mainstay, including over 20,000 citrus trees producing oranges, lemons, pineapples, and bananas.

›1860s



INCORPORATION AND RAILWAY ARRIVAL

Following two harsh freezes, Cocoa incorporates as a city in 1895. The arrival of the Florida East Coast Railway in 1896 quickly replaces steamship transport, leading to economic growth.

›1894-96



INDIAN RIVER BRIDGE COMPLETION

A 5,840-foot bridge is completed across the Indian River, enabling direct road access to Merritt Island, followed by a road to Cocoa Beach by 1923.

›1917

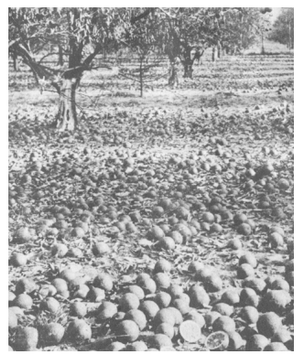
›1882



CITY FORMATION AND STEAMSHIP ERA

Platted as “Indian River City,” Cocoa’s logistics improve with steamships, attracting ice plants, packing houses, and canneries.

›1910s



CITRUS INDUSTRY RESURGENCE

Cocoa recovers from freezes and becomes the headquarters of the Florida Citrus Exchange, cementing its role as a citrus hub in Florida.

›1920s

LAND BOOM AND COCOA DRAINAGE DISTRICT

Cocoa experiences a real estate surge; the Cocoa Drainage District enables further development, and auto ownership leads to new roads, filling stations, and “auto camps.”





›1940

INFRASTRUCTURE AND GROWTH

Cocoa's population reaches 3,014. Key streets, including King Street and Fiske Boulevard, expand to support increased residential and commercial activity.

›1950s



SPACE PROGRAM IMPACT

The Space Program brings rapid growth, increasing Cocoa's population from 3,538 in 1950 to 12,294 in 1960, but leads to economic dependency on aerospace.

›1970s-80s



ECONOMIC SHIFTS AND DIVERSIFICATION EFFORTS

A reduction in space funding leads to high unemployment and crime. The county begins diversifying its economy, focusing on tourism and other industries. On April 14, 1981, the City of Cocoa Council forms the Community Redevelopment Agency to further these efforts.

›1996

COCOA REDEVELOPMENT AGENCY

CRA PLAN REVISION AND NEW PROJECT INITIATIVES

As Cocoa's original Community Redevelopment Agency (CRA) Plan no longer reflects current conditions, the plan is revised to allow for new projects targeting economic revitalization, infrastructure improvements, and community development in line with Cocoa's changing needs.

›2014-18



WATERFRONT PRESERVATION AND PARK REDEVELOPMENT

Cocoa voters approve designating Cocoa Riverfront Park as a scenic landmark. Major redevelopment is planned, including Lee Wenner Park improvements, to enhance public spaces.

›2024

UPDATING THE PLAN

The Cocoa Community Redevelopment Agency directs an update to the Community Redevelopment Plan.

01

CONTEXT

AUTHORITY TO UNDERTAKE COMMUNITY REDEVELOPMENT

This document is prepared under the direction of the Cocoa Community Redevelopment Agency in accordance with the Community Redevelopment Act of 1969, F.S. 163, Part III. In recognition of the need to prevent and eliminate slum and blighted conditions within the community, the Community Redevelopment Act confers upon counties and municipalities the authority and powers to carry out "Community Redevelopment". For the purpose of this Cocoa CRA Redevelopment Plan, the following definition taken from the Florida Statutes shall apply:

"Community Redevelopment" or "Redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such plan."

THE COCOA CRA FINDINGS OF NECESSITY

Pursuant to Florida Statutes, a community redevelopment area must be a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly. On July 8, 1980, the City adopted a Resolution determining a Necessity for Redevelopment of Blighted Areas. On April 14, 1981, after preparing a Blight Study, the City adopted a Resolution establishing a redevelopment area based on certain findings of necessity pursuant to Section 163.355, Florida Statutes.
The findings of necessity states that the City of Cocoa shall not exercise the community redevelopment authority conferred by this part until after the City has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s. 163.340(7) or (8). The resolution must state that:

One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and
The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

The redevelopment boundaries were delineated as the area encompassing those properties that were found to qualify as slum and blighted.

CREATION OF THE COMMUNITY REDEVELOPMENT AGENCY

Upon a "Finding of Necessity" by the governing body and upon further finding that there is a need for a Community Redevelopment Agency to function in the county or municipality to carry out community redevelopment purposes, any county or municipality may create a public body corporate and politic to be known as "Community Redevelopment Agency". The agency shall be constituted as a public instrumentality, and the exercise by the agency of the powers conferred by F.S. Chapter 163, Part III shall be deemed and held to be the performance of an essential public function.
The City of Cocoa Council established the Community Redevelopment Agency on April 14, 1981, with the adoption of Ordinance No. 10-81. The organizational structure of the agency was established at that time. Pursuant to resolution of the City Council dated December 10, 1985 and April 22, 1986 and Section 163.357, Florida Statutes, the original governing board structure changed composition. The current board consists of the five (5) council persons plus two (2) additional members who are appointed by the City Council.

THE COCOA CRA REDEVELOPMENT PLAN

All public redevelopment activities expressly authored by the Community Redevelopment Act and funded by tax increment financing, must be in accordance with a redevelopment plan, which has been approved by the City Council. Like the City's Comprehensive Plan, the Cocoa CRA Redevelopment Plan is an evolving document, which must be evaluated and amended on a regular basis to accurately reflect changing conditions and community objectives. This updated Cocoa CRA Redevelopment Plan is intended establish action priorities of the plan based upon a new set of priorities. These priorities were established by necessity, in the case of the negative impacts of Hurricane Irma, and by a comprehensive public strategic planning process conducted by the CRA and the City at which a substantially amount of input and ideas were provided by City citizens, businesses, property owners and other stakeholders in the redevelopment area.

CITY CHARTER - COCOA RIVERFRONT SPECIAL SCENIC AND RECREATIONAL LANDMARK

The Cocoa riverfront within the downtown area has always been a special place in Cocoa's long history for economic and recreational reasons. In recognition of the importance of the Cocoa riverfront, on August 12, 2014, City Council adopted Ordinance No. 18-2014 for purposes of holding a referendum on whether to amend the City Charter to declare the Cocoa Riverfront Park a special scenic and recreational landmark of the City of Cocoa and to impose requirements on the City Council to safeguard the scenic vistas and recreational amenities of the Park for the benefit of the public. Cocoa voters approved the referendum during the November 2014 General Election. The CRA must honor this City Charter provision.
The park consists of multiple land conveyances that were conveyed to the City over a period of decades. They include: (1) an upland portion consisting of the Taylor Park area; (2) the upland portion generally consisting of the band shell and grass area; (3) the upland portion consisting of the Porcher House and Civic Center; and (4) a submerged portion of the Indian River generally consisting of the riverbed including the boardwalk area. Historically, since the City acquired title to the several properties constituting the park, the park has been dedicated to public use and enjoyment, as evidenced by the deed and dedication restrictions imposed on the properties at the time they were conveyed to the City.

1. ***Taylor Park:*** Taylor Park was conveyed to the City by Albert & Grace Taylor by deed, dated December 2, 1920. The deed states that the property shall be used solely and only as a public park and that none of the lands shall be used for commercial purposes. Further, the property shall forever be known and marked as "Taylor Park."

2. ***Band Shell and Grass Area:*** This area generally consists of Lot 11 and River Edge Boulevard of the Cocoa River Development. The property previously consisted of sovereign submerged lands that were filled and claimed as uplands by the State. The property was then conveyed to the City in trust by the Trustees of the Internal Improvement Fund of the State of Florida in 1956 along with other lands along the river that were filled. The deed states that Lot 11 shall be used for "public purposes only" and River Edge Boulevard shall be used for "road purposes."

3. ***Porcher House and Civic Center Area:*** As stated in City Ordinance No. 1404, the City acquired this property from the Estate of E.P. Porcher on May 7, 1956, and the City dedicated the property for certain purposes. The ordinance stated that this property, along with the adjacent property (aka Taylor Park), was acquired because they were "ideally adaptable to the creation thereon of a public park and grounds that will meet the needs of the City and its citizens, residents and inhabitants for such, not only for the present but for years to come." The ordinance was recorded in the Official Public Records of Brevard County and stated that the property was "hereby dedicated as a public park to be known and hereby named as Porcher Park, for municipal purposes including the erection of a band shell, shuffle board courts, bowling greens, a library building, community center building, and a city hall thereon so long as the grounds shall be open to the public for park purposes." Further, "that neither the land and property shall ever be sold or conveyed by the City of Cocoa, except and unless the sale or conveyance thereof shall first be approved by a majority of the votes cast in an election by the qualified electors of the City of Cocoa."

4. ***Submerged Portion of Indian River:*** This property was acquired by the City from the Trustees of the Internal Improvement Fund of the State of Florida in 1965 and 1975 and dedicated for "municipal park and recreational purposes only, under the supervision and management of the City of Cocoa." Such purposes expressly include, but are not limited to, a marina complex, concessions and associated facilities operated by the City of Cocoa or leased and under the strict regulation and control of the City of Cocoa." If the City neglects to maintain and use the property for these purposes, the State has the right to terminate the dedication.

5. ***Boardwalk Area:*** Prior to Hurricane Irma, the Boardwalk traversed uplands and the submerged portion dedicated to the City. Much of the boardwalk was destroyed by Hurricane Irma. The boardwalk must be rebuilt and plans are being developed to rebuild the boardwalk in a better condition than originally planned and constructed. Because the City received State FRDP grant funds to build a portion of the original Boardwalk (wood pavilion, deck and slips along Harrison Street), the portion funded by the State grant is restricted by a covenant, dated September 4, 1998, that provides that the project "shall be managed as a public outdoor recreation area for a minimum period of twenty-five years from the completion date" of the Project. The Project is required to be "open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use." Rebuilding boardwalk is a major proposed redevelopment activity in this updated redevelopment plan.

6. ***Lee Wenner Park:*** The City and Brevard County approved an Interlocal Agreement on November 14, 2017, conveying Brevard County's portion of the park to the City as the Cocoa CRA approved Waterfront Master Plan contemplated public capital improvement to improving the waterfront by the Cocoa CRA and or City (Deed Recorded January 4, 2018). The redevelopment of Lee Wenner Park is a major proposed redevelopment activity in this updated redevelopment plan.

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PLANNING

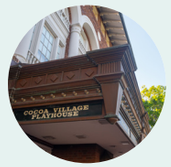
The Cocoa Community Redevelopment Area (CRA) encompasses approximately 248 acres, or 0.45 square miles, representing just 2% of the city's total area of 8,960 acres (14 square miles). This redevelopment zone features a diverse mix of land uses and structures and serves as the historic downtown core. It is home to an array of distinctive retail shops, restaurants, bed & breakfasts, and personal service establishments. Notable historic buildings in this area include the Historic Cocoa Village Playhouse and Porcher House. Additionally, key community institutions such as Cocoa City Hall, the U.S. Post Office, and the Florida Historical Society are located here. The downtown area also boasts recreational amenities like Cocoa Riverfront Park, Taylor Park, and Lee Wenner Park that enhance its appeal.

DOWNTOWN WATERFRONT DISTRICT MASTER PLAN

A *Downtown Waterfront District Master Plan* was created in 2008 to assess the Waterfront Overlay District for environmental, structural, and permitting issues, as well as to develop a Master Plan that would provide direction for improvements. Through this Master Plan, nine sub-districts were outlined, each with distinct characteristics and expectations of urban form and land uses.

- **North**: A straight line along the northern edge of Mitchell Street's right-of-way.
- **South**: A straight line along the southern boundary of the City of Cocoa.
- **East**: The center line of the Indian River channel along Rosa L. Jones Drive.
- **West**: The eastern edge of the Florida East Coast right-of-way.

These sub-districts are:



Cocoa Village:
Bounded by Center Street to the north; Forrest Avenue and Florida Avenue to the west; Rosa L. Jones Blvd and Derby Street to the south; Indian River to the east.



King Street and Willard Street Corridor:
Situated north along SR 520 from Forrest Avenue extending eastward along Peachtree Street to Indian River.



Uptown Neighborhood:
Positioned north from King Street Corridor up to U.S. 1 along Mitchell Street towards Indian River.



North of the Village:
Enclosed between St. Johns Street on its southern edge with U.S. 1 on its western side extending through Ridgeway Avenue/Forrest Avenue easterly up until Carmalt Street.



South End:
Lies just below Rosa L. Jones Boulevard stretching eastward from U.S. 1 till Brevard Ave at southern city limits.



Heart of Cocoa Neighborhood (HCN):
Located immediately west of historic Cocoa Village with boundaries generally east of Florida Avenue; south of SR 520; west of U.S. 1; north of Rosa L. Jones Blvd.



South Of The Village:
Extends across southern city limits bordered by Brevard Ave westwards reaching Indian river eastwards while being capped off by Derby/Church streets northerly.



Waterfront District:
Part central business district nestled alongside Intracoastal Waterway bounded easterly via Delannoy avenue westerly, flanked northerly via marina whilst southerly ends near riverfront park/ church street.



US Highway One Regional Corridor:
Traverses entire western portion CRA following highway route continuing until reaching FEC railway line further outwards.

RESILIENT COCOA PLAN

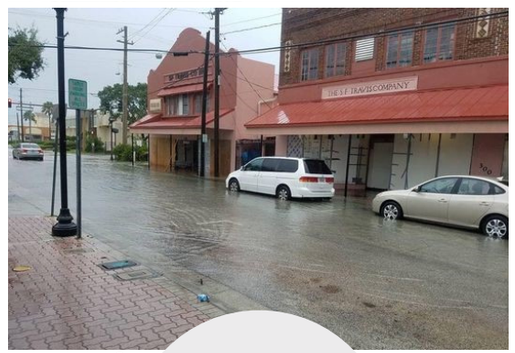
The ***Resilient Cocoa Plan*** was prepared in 2020 by the East Central Florida Regional Planning Council for the City of Cocoa, and **addresses resiliency concerns such as storm surge, flooding, and sea level rise**. The Plan included a vulnerability assessment, identifying the City's exposure to natural hazard events; public engagement efforts to identify the community's priority areas, an Economic Impact Analysis using the REMI PI+ model to estimate the economic costs of not addressing natural hazard events versus the mitigation costs, and ultimately an Action Plan and formulation of policies based on the analyses and input conducted.

One of the key findings of the Resilient Cocoa analysis was that Cocoa Village is among one of the most vulnerable areas of the City. Public engagement efforts revealed that the public's priority included the need to address inadequate stormwater infrastructure, protect business operations, and address concerns of flooding. The Action Plan establishes a series of tasks organized around four main areas: Leadership and Strategy, Economic and Society, Infrastructure and Environment, and Health and Well-Being. The Action Plan also established the City Department that will lead each task.

Key Findings affecting Cocoa CRA:



Storm surge Zone 1, 2, 3, and 4, particularly east of the Cocoa City Hall



Several major roadways affected by storm surge including segments of Indian River Dr, Riverside Dr, King St and Willard St., and Delannoy Ave



Failure to address flooding could cause Brevard County's Gross Regional Product (GRP) $2.7 million through job loss, sales reduction, and personal income loss if the City fails to adopt Low Impact Development features such as rain gardens, permeable materials, and other methods to mitigate stormwater flooding

01

CONTEXT

SUSTAINABILITY ACTION PLAN: GOALS AND OBJECTIVES

GOAL #1 Leadership & Strategy
Promote leadership, education, and empowerment to foster resiliency

- Incorporate resiliency into local plans, policies and objectives.
- Plan fiscally to implement resilient and sustainable solutions to long term impacts.
- Implement strategies to promote adaptive measures that keep people and property safe.
- Engage and educate private sector stakeholders, elected officials, and others about ways to increase community resiliency.

GOAL #2 Economic & Society
Provide opportunities to foster economic prosperity and social equity

- Protect high value assets from natural hazards.
- Educate businesses about access to funding and financial services related to resiliency.
- Facilitate and support the efficient recovery of business operations after an event.
- Improve social inclusion in decision making processes.

GOAL #3 Infrastructure & Environment
Encourage responsible development and infrastructure solutions

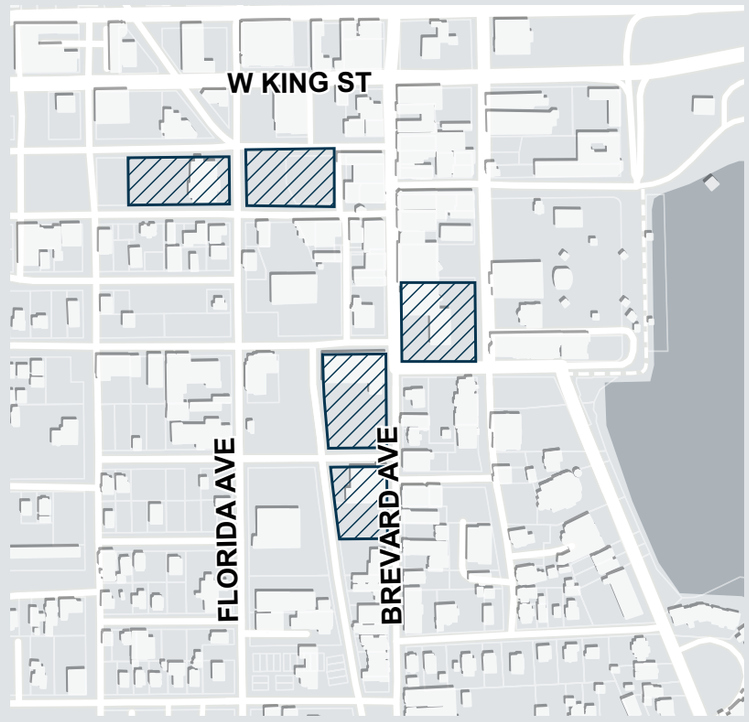
- Improve water quality in surface water bodies.
- Incorporate resiliency into local plans, policies and objectives.
- Preserve and adapt the built environment to keep people and property safe.
- Improve community mobility while improving vulnerable transportation infrastructure.

GOAL #4 Health & Well Being
Facilitate opportunities to improve community and environmental health

- Improve the capacity of the City to better respond to hazard events.
- Improve the capacity of medical facility operations to prepare for and recover from hazards.
- Promote sustainable practices in government-owned facilities.
- Engage residents and business owners with locally relevant information.
- Improve access to resources for the homeless, special needs, elderly and poor.

A Parking Study was conducted in 2017 to assess the parking needs of the Historic Cocoa Village and Downtown Core, which composes the majority of the Cocoa CRA area. The study determined there were five (5) opportunities to construct parking structures ranging from 440 to 530 spaces for a total of up to 2,368 parking spaces added to serve the downtown core.

2017 PARKING STUDY



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OKLAHOMA!
ROCK & ROLL REVUE
THE PLAY THAT GOES WRONG
THE GOLDEN STEPPERS
THE LION KING KIDS

ANALYSIS



02

CRA PLAN UPDATE

COCOA

02

PUBLIC INPUT



Open House Community Engagement

The City of Cocoa hosted two public engagement events as part of the update to the Plan. The first event, an Open House, was held on October 30th, 2024, at the City of Cocoa Council Chambers. The purpose of this first event was to introduce the project team, provide an overview of the project scope, and gather initial feedback from the community regarding their priorities and vision for the CRA. Approximately 20-30 attendees, including residents, business owners, CRA Board members, and project team representatives, participated.

At the Open House, several boards and activities were introduced to engage the public. A PowerPoint presentation provided an overview of the CRA and Tax Increment Financing (TIF). A series of interactive boards prompted participants to share their thoughts on topics such as where they live, work, and play, what they'd like to see in the CRA, and their preferences for placemaking features. The CRA Prioritization board prompted participants to rank the areas they felt the redevelopment efforts should prioritize, and the Placemaking board explored preferred elements of public spaces, like parks, transit improvements, and public art.

A follow-up Workshop was held on November 6th, 2024 at the City Chambers. This workshop focused on presenting the findings from the previous public engagement and aligning the community with the identified priorities while focusing on specific challenges and opportunities in the CRA. At the Workshop, more focused discussions took place based on the results of the Open House, where attendees engaged with a "Focus Areas Map" and "Focus Areas Budget Exercise." These activities helped to refine priorities by allocating coins to specific projects across six focus areas: Public Spaces, Housing, Transportation/Mobility, Safety, Infrastructure & Resilience, Economic Development, and the Waterfront.

The events were promoted through various outreach methods, including mailed postcards, yard signs, City newsletters, and social media channels in both English and Spanish.



At the Workshop, **feedback further emphasized the need for better infrastructure maintenance, increased public safety, and a balance between development and preserving Cocoa Village's historic character.** The input also underscored the importance of community engagement through cultural and recreational programming, as well as attracting visitors while maintaining the unique charm of the area.



The input gathered from both events highlighted several key priorities and concerns for the future of the Cocoa CRA. The Open House revealed a community desire to create an attractive, interactive Village that serves both residents and visitors, with a strong focus on enhancing the waterfront with recreational opportunities like kayaking and paddleboarding, and improving public spaces with features such as shade, better lighting, and walkability. Participants expressed interest in revitalizing vacant or underutilized properties and strengthening parks and community facilities to make the CRA safer, more walkable, and appealing to diverse groups.

The project website was published in the beginning of September before the official launch of the public engagement process to gather comments, questions, and concerns from residents. The project website also served as a repository of relevant project data, event dates, and other information. Participants could answer a survey, participate in an interactive map, and do a funding activity to illustrate priorities.



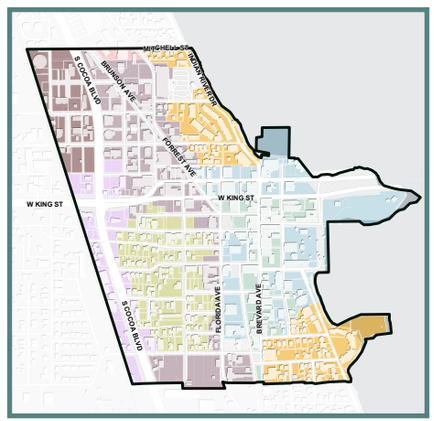
The project website hosted an **interactive map, a survey, and a funding activity** to help understand resident's opinions of the CRA.

02

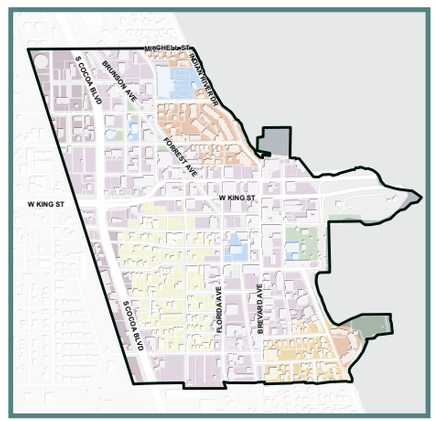
EXISTING CONDITIONS

After we listened to and documented the concerns and aspirations of the local community though the public engagement process, we gathered the relevant quantitative data. These geographic information datasets are pulled from governmental agencies and form the basis for analysis. Layers like zoning and future land use help to understand the extents of the Comprehensive Plan and Land Development Codes and show how the City expects a particular area to grow. Parcel data is used to display vacant areas, parks, housing densities, and the various existing land uses.

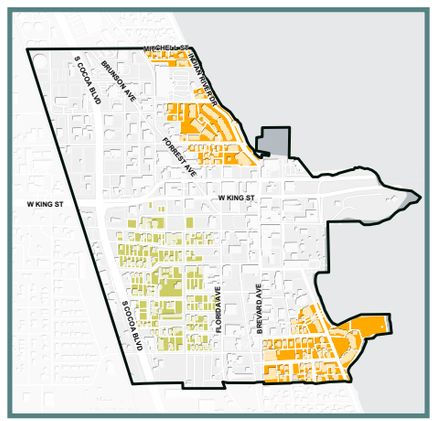
After taking an inventory of the relevant data, we can view these datasets and begin to layer and investigate them through the perspective of the residents and qualitative placemaking theory to develop goals and criteria that will help guide the improvements for the Cocoa CRA.



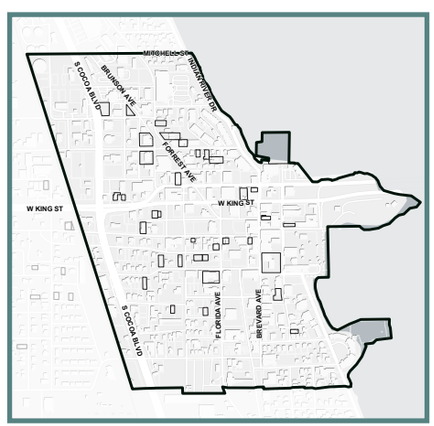
Existing Zoning



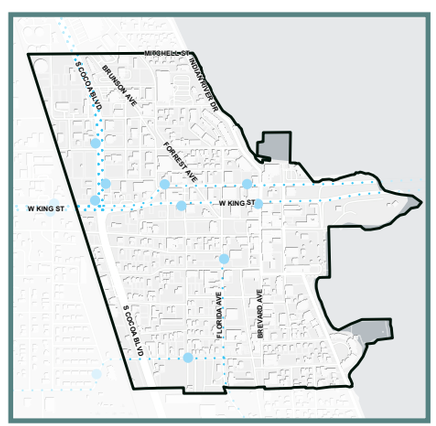
Future Land Use Map



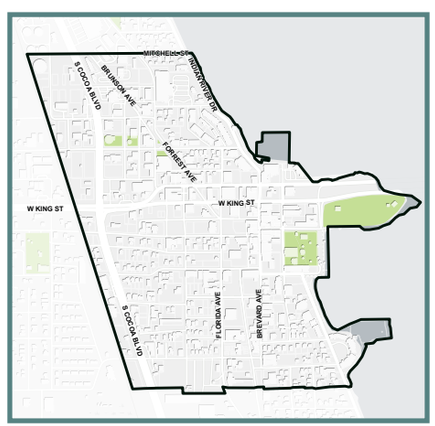
Housing Density



Vacant Parcels



Bus Stops and bus Routes



Recreation and Open Space

THE THEMES BELOW REPRESENT THE COLLECTIVE PRIORITIES OF COCOA RESIDENTS THAT EMERGED FROM THE COLLABORATIVE COMMUNITY ENGAGEMENT PROCESS.



PLACEMAKING

- Proximity to Parks
- Variety of active recreation
- Access to healthcare centers
- Civic spaces
- Services
- Lifelong learning
- Public spaces
- Art visibility from the street and publicly accessible
- Streets have an identifiable character



CONNECTIVITY

- Grid street layout
- Street connections
- Connection to surroundings
- Permeable, visible blocks
- Residential connectivity through sidewalks
- Pedestrian network
- Bike network
- Public transit - access and quality
- Micromobility Infrastructure
- Prevent accidents on streets
- Lighting



HOUSING

- Housing variety
- Owner vs renter diversity
- Building form and approachability
- Proximity to destinations
- Vacant vs occupied homes
- Living density
- Unique character/identity
- Homes with porch spaces or communal social spaces



ECONOMIC DEVELOPMENT

- Public access to charging stations
- Density near transit
- Warehouse vs Retail
- Retail and commercial diversity
- Supporting programs for economic growth
- Local employment opportunities
- Professional businesses
- Low Impact Environmental Design (LEED)



ENVIRONMENTAL RESILIENCY

- Streets provide places of refuge
- Streets have an identifiable character
- Low impact infrastructure
- Streets without floods
- Multi-functional green spaces
- Streets lined with trees

02

PLACEMAKING

The Cocoa CRA is the anchor of the City's multifaceted identity. A waterfront community with a quaint and historic urban core, juxtaposed with the future-facing Aerospace industry – the CRA has a lot to offer. Bringing the CRA to life with a variety of leisure and entertainment options for all visitors, and a high quality of life for residents is key to the desired quality of growth. The Cocoa Village is home to several historic landmarks including the Playhouse, Myrt Tharpe Square, Taylor Park and the Cocoa Riverfront Park, the Florida Historical Society state headquarters, the Civic Center, and the Historic Porcher House – all within a five-minute walking distance from each other.

Disjointed from these attractions are the Brevard County Public Library and Symphony Orchestra House. These are separated from Historic Cocoa Village by State Road 520, and further disconnected by an uninviting riverfront sidewalk. Pedestrians or bicyclists who do cross the thoroughfare are met by blank facades and service uses that present a noticeable break from the historic character they originated from. Creating authentic, safe, and enjoyable connections between culturally significant places will expand the walkable footprint where visitors and residents alike want to spend time and money.



The Historic Cocoa Village Playhouse is a unique identity marker for the area and encourages art and culture.



Cocoa Village Riverfront Park ties the city together as an event and gathering space for all ages.

ARTS & CULTURE

Space Coast Symphony Orchestra House
Cocoa Village Playhouse

INSTITUTIONAL

Cocoa Civic Center
City Hall

EDUCATION

Florida Historical Society State Headquarters
Catherine Schweinsberg Rood Central Library

PUBLIC SPACES

Cocoa Riverfront Park
Myrt Tharpe Square

PLACES OF WORSHIP

Derby Street Chapel
First Baptist Church of Cocoa
Metropolitan Baptist Church
Greater St. Paul Baptist Church
Bethel Seventh-Day Adventist Church
St. Mark's Episcopal Church

HISTORIC STRUCTURES

- 1880 - 1889
- 1890 - 1899
- 1900 - 1909
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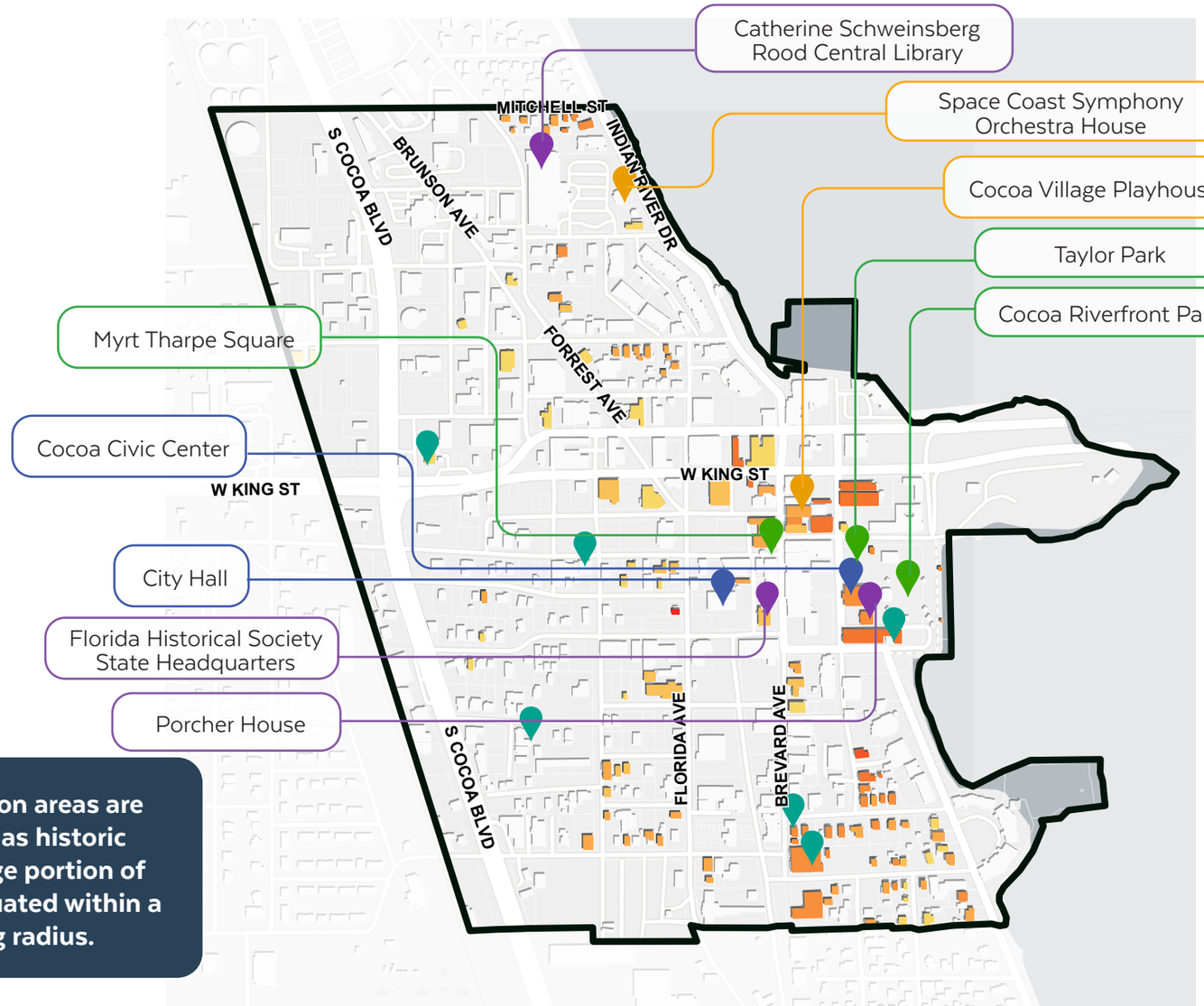
- 1950 - 1959



The current destination areas are in the same vicinity as historic structures, with a large portion of these destinations situated within a 5-minute walking radius.

02

CONNECTIVITY

The Cocoa CRA is at the core of the City. Therefore, high quality transportation and mobility services are essential to supporting the flow of people to and through it. The CRA has direct access to major roadways including Cocoa Boulevard/U.S. 1 (30,000 AADT), W King Street/State Road 520 (28,000 AADT), Willard Street/State Road 520 (14,000 AADT), as well as internal corridors including Forrest Avenue (9,000 AADT), and Florida Avenue (3,300 AADT). The local roads resemble a traditional grid network, but closer review reveals many disconnections and misalignments to the secondary and tertiary roads.

Crash data for vehicular, pedestrian, and bicyclist incidents, indicate that Cocoa Boulevard (U.S. 1) and W King Street/Willard Street (S.R. 520) have high occurrences of accidents. FDOT has implemented improvements to State Road 520 by widening the sidewalks to allow more room bicyclists and pedestrians which should decrease these crashes in the future. Improvements to the supporting intersections could improve the safety of the community, and support culture and commerce.

At the pedestrian scale, safer walkability is particularly important for the CRA, given that a higher rate of workers commute to work via walking or biking as compared to the rest of the City (U.S. Environmental Protection Agency, Office of Research and Development-Sustainable and Healthy Communities Research Program, EnviroAtlas, 2024). One of the CRA's strengths is the higher density of intersections, which can be improved upon by enhancing pedestrian-friendly crossing improvements. Additionally, several connecting streets through Historic Cocoa Village are one-way which creates a more predictable traffic flow for pedestrians to perceive. Implementation of an updated streetscape was made along Florida Avenue, where improvements created a consistent and more accessible public realm for future development. Consistent pedestrian scale lighting was installed, as well as permeable pavers in parallel parking areas. The CRA also has a visible presence of performance cyclists. Although there are no formal bike routes within the CRA, this could be leveraged as an opportunity to promote the CRA as a destination for residents and visitors interested in an active lifestyle.

With the anticipated Brightline station nearby, the CRA has an opportunity to reap transformational benefits, contingent on careful planning and preparation. Expanding and enhancing the pedestrian experience will be among the more important investments to support this and to enhance the Cocoa CRA as a destination. The train has become an alternate mode of transportation for commuters where CRA and City investment in the public realm may enhance Cocoa's desirability as home for those who may see more value in its housing stock yet work elsewhere in proximity to a train station. Wider sidewalks, shade trees, and a large variety of destinations that appeal to all visitors are elements the CRA and City should pursue on an ongoing basis. Supplementing the pedestrian experience with micro-transit options that are both age and ability inclusive should also be incorporated, especially given the existing residential demographics. Micro-transit options such as a trolley system, improved bus stops and services, e-bikes and e-scooters, as well as golf cart-friendly areas provide support for locals and visitors that are eager to explore the area.



Offset curb extensions on Harrison Street have helped to create more pedestrian friendly connections



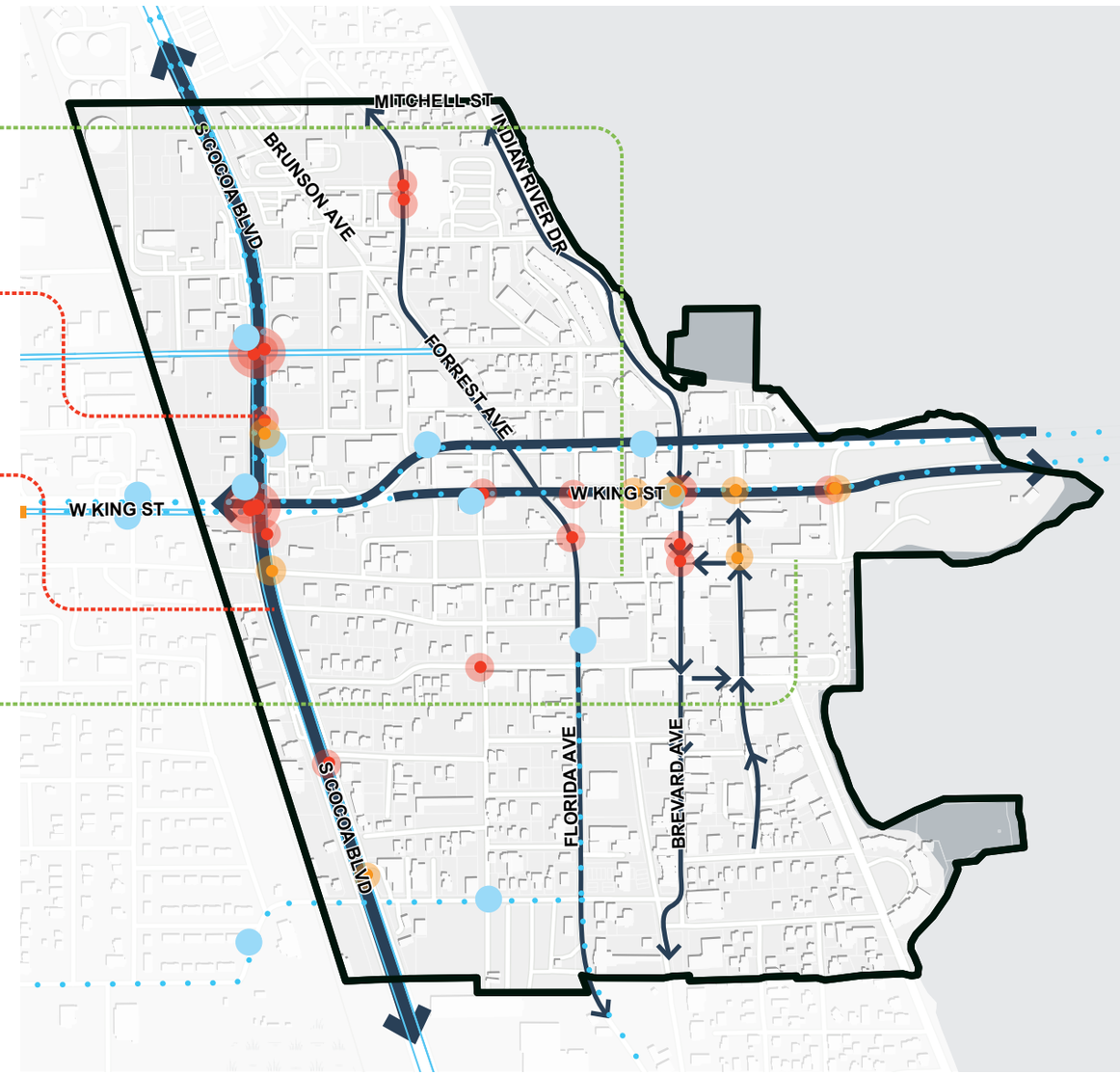
Connections on the King Street - Willard Street corridor encourage safety and comfort using multi-modal transportation

The smaller block structure makes it easier for pedestrians to navigate the area

Pedestrian crashes tend to occur more frequently near bus stops, along with bicycle crashes at key intersections

U.S. 1 Corridor becomes a barrier for pedestrians to connect to the waterfront.

Opportunity to enhance the connections to the waterfront and the adjacent businesses



TRANSPORTATION

- PRIMARY
- SECONDARY
- TERTIARY
- BUS ROUTE
- BIKE LANE

- PEDESTRIAN CRASHES
- BICYCLE CRASHES
- BUS STOP

02

HOUSING

Nearly 40 percent of the Cocoa CRA is dedicated to 'Multi-family dwelling' (23%) and 'Low-Density Single & Multi-family Residential' (16%) zoning. However, the desire for more housing, particularly a wider range of housing types and affordability, is ever present as younger residents, retirees, and workers seek urban living. Currently, the Cocoa CRA contains little variation of housing types and is limited in housing options other than high-rise apartments or single-family housing. Additionally, those seeking single-family housing find limited availability in price variation, square footage and community character.

A Federal Court Consent Decree, originally established in 1990 and substituted in 2009 by the Substitute Consent Decree, requires future developments to maintain the historic residential character of the Heart of Cocoa Village including low density housing and supporting neighborhood commercial uses in limited areas. The CRA is committed to abide by the Substitute Consent Decree. To protect the historic African American neighborhoods, housing in this area should develop to accommodate housing types more representative of the local economics. This diversification of housing would include Live-Work units, townhouse, duplexes and triplexes. It is important that new development preserve the character of the area through the implementation of architectural guidelines. It is anticipated that compatible redevelopment or infill will help strengthen the connection between residential and the commercial uses of Cocoa Village while helping to attract new businesses along Florida Avenue.



Cocoa Village Existing Garden Apartments



Multifamily within Consent Decree designation

Architectural guidelines can help to develop compatible development within Cocoa Village as well as encourage engagement within neighborhood streets.



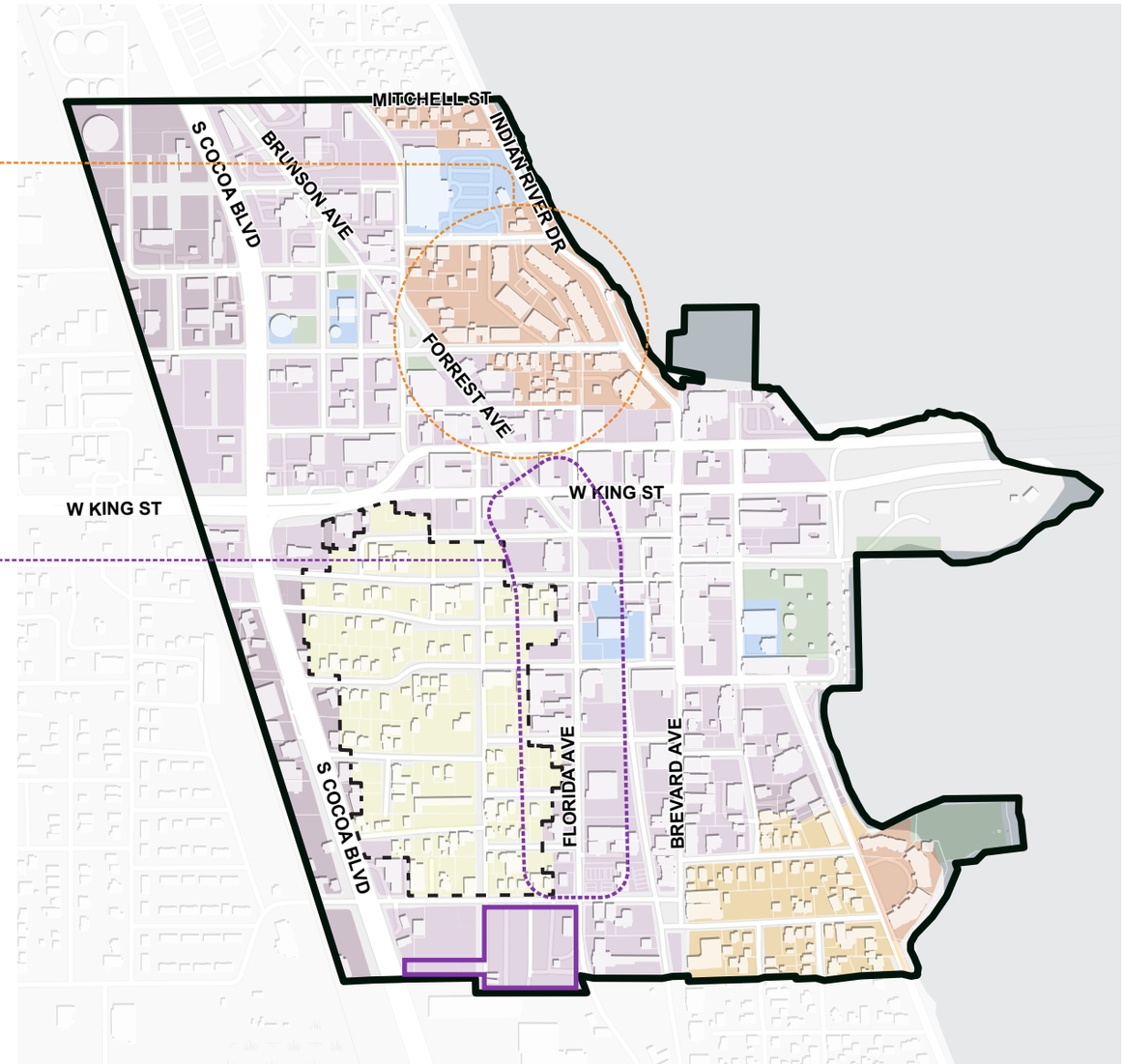
Condominium living in Cocoa Village near the waterfront



Single family home within Consent Decree designation

Current clusters of medium density housing anchors the CRA and transitions to the future mixed-use core. Future land use designates this cluster as high density, and this can be the driver of higher intensity uses in the northern part of the CRA.

Mixed use development needs to consider the transition of building forms to the consent decree area.



FUTURE LAND USE

- MIXED-USE
- RECREATION
- INSTITUTIONAL
- HIGH-DENSITY
- MEDIUM DENSITY
- LOW-DENSITY

CURRENT & PROPOSED HOUSING

- CONSENT DECREE
- MEDIUM-DENSITY FOOTPRINT
- LOW-DENSITY FOOTPRINT
- MIXED-USE OPPORTUNITY UNDER REVIEW

02

ECONOMIC DEVELOPMENT

The Cocoa CRA is the urban core for the City of Cocoa, attracting visitors both local and from afar. Enhancing the area for both residents and visitors is crucial to boosting the local economy. Unique local economies exist in the area, particularly the aerospace industry, offer a distinct character to attract tourists and position the Cocoa CRA as a regional hub for arts, culture, and recreation. The CRA offers an array of cultural attractions such as the historic Playhouse, shops and boutiques, parks and family-friendly events.

Currently the area of the Cocoa CRA that attracts visitors is limited primarily to the Cocoa Village neighborhood and waterfront. Expanding the destination area beyond the existing subdistrict will allow the thriving sector of tourism to grow. The various commercial zonings can help designate the types and scales of developments, aligning with the character of each subdistrict while still broadening the possibilities for the local economy to grow. Encouraging mixed-use developments and infill efforts could be used to create a larger contiguous space for tourists and residents to enjoy. Functional and aesthetic enhancements to public space, particularly in commercial and retail buildings, can be a promising way to attract new niche or specialized businesses to the core and beyond.

Transforming the warehouse area into a specialized fabrication district or converting these spaces into creative gallery areas could significantly benefit local and aspiring artists and engineers. A specialized fabrication district could serve as a hub for engineering activities, offering the necessary infrastructure and resources for development. Meanwhile, creative gallery spaces could attract diverse talent and ideas, encouraging a vibrant community of creators and engineers. This dual-purpose approach could drive economic growth, support local talent, and enhance the area's appeal as a center for creativity and technological advancement.



Dog N Bone British Pub invites gathering and activates the Historic Downtown area



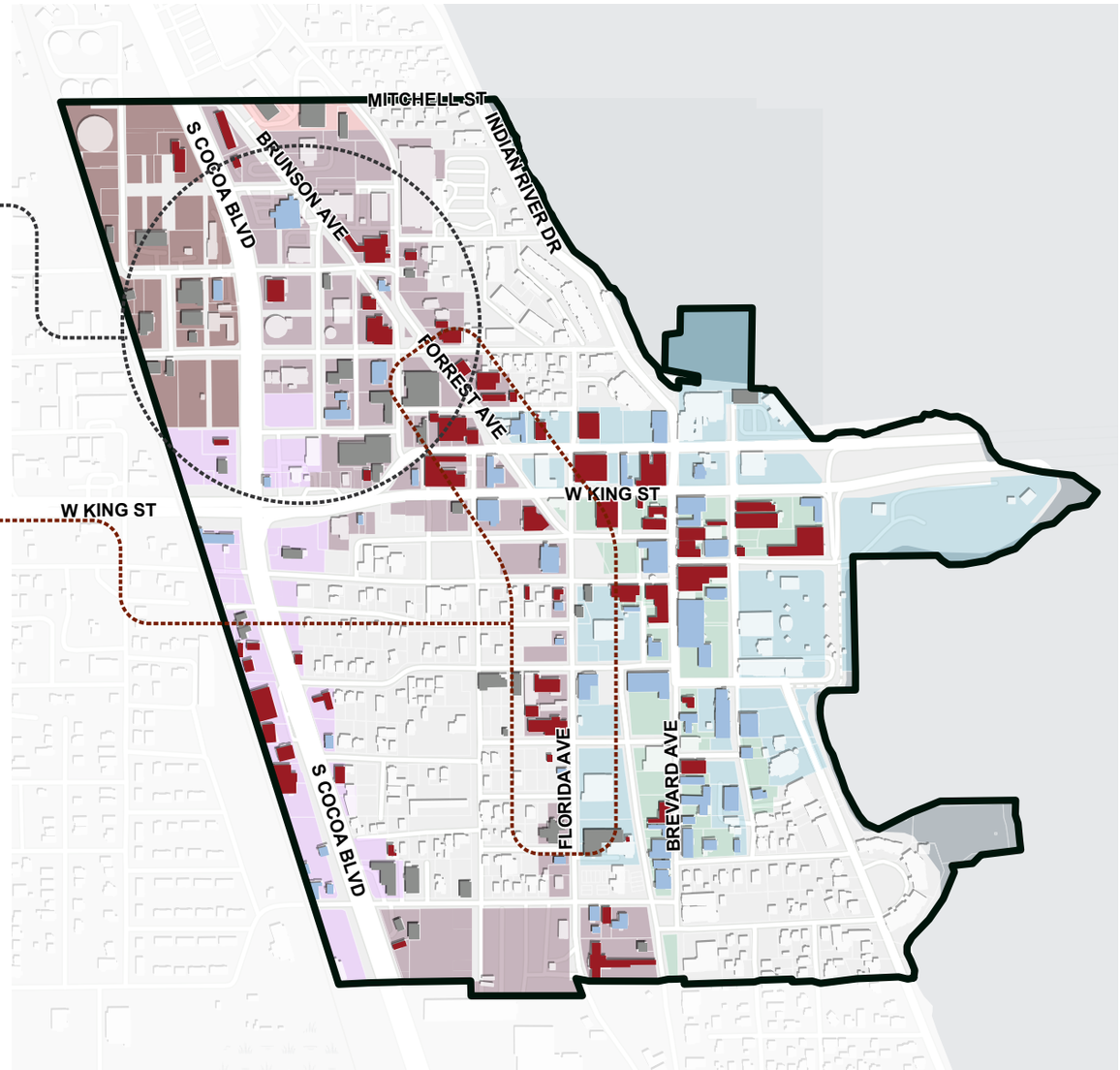
Reimagining industrial/warehouse space



Ryan's Pizza and Pub faces the Cocoa riverfront park creating a key commercial anchor location for residents and visitors alike

The north-west area of the CRA is primarily warehouse commercial, blending into retail as you approach the residential and mixed-use areas.

While Forrest Avenue has a concentration of retail, it lacks connectivity to the historic core; Florida Avenue has strong connections to the historic core but lacks the commercial activity.



COMMERCIAL ZONING

- WHOLESALE
- GENERAL
- CORE
- PARKWAY
- CENTRAL BUSINESS
- COCOA VILLAGE

CURRENT COMMERCIAL LAND USE

- RETAIL/DINING
- OFFICE
- WAREHOUSE

02

ENVIRONMENTAL RESILIENCY

Cocoa CRA's major attracting factor, the Waterfront, also happens to be its biggest threat to its resources. Therefore, it is crucial for the City and Cocoa CRA to keep environmental resilience as a consideration in any development occurring along the Waterfront and beyond. Impervious surfaces excluding roads account for 110 acres, which represents 38% of the total CRA area. The majority of pervious surfaces are in the residential areas of Heart of Cocoa Village. The 100-year flood plain causes some issues on the northern side of Cocoa Village, the Cocoa Riverfront park edge, and Lee Wenner Park. At present, the pervious park spaces in these areas will help absorb and percolate the water, but the hardened and steep edges found along the Waterfront will only hold for so long until a bigger storm comes. The consistent wake energy from boats makes the Waterfront uninviting for small watercraft, and combined with the hardened edges also lessens the aquatic habitat for marine species. However, being that the Waterfront, South End, Uptown, and Cocoa Village subdistricts are more directly impacted by storm surge and extreme weather events, efforts to bolster resilience throughout the CRA cannot be understated.



Fortify Cocoa Village Marina by improving its resilience to coastal Flooding.

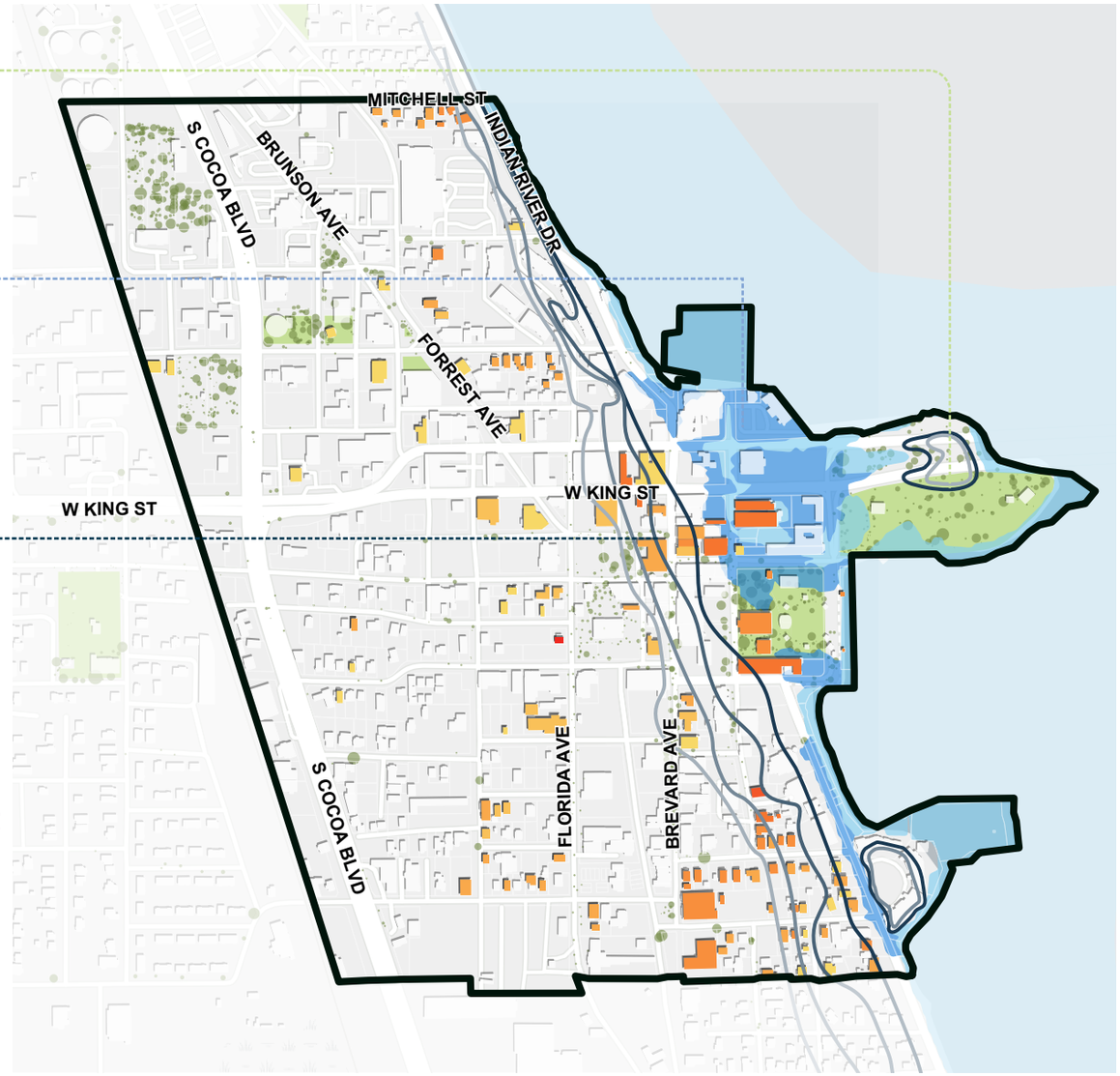


Waterfront Living at 100 Riverside Drive is especially vulnerable to the effects of storm surge.

Current green spaces have the potential to absorb stormwater runoff and mitigate storm surge impacts if they are properly designed.

A large part of the central business district is vulnerable to floods from 100 and 500 year storms

Category 4 storm surges can impact up to Brevard Avenue. These heights need to be considered within the strong boating culture of Cocoa Village.



HISTORIC STRUCTURES

- 1880 - 1889
- 1890 - 1899
- 1900 - 1909
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- 1920 - 1929
- 1930 - 1939
- 1940 - 1949
- 1950 - 1959

COASTAL FLOOD RISKS

- 100 YR FLOOD
- 500 YR FLOOD

CAT 4 STORM SURGE

- > 9' WATER LEVEL
- > 6' WATER LEVEL
- > 3' WATER LEVEL
- < 3' WATER LEVEL

PERVIOUS AREAS

- PUBLIC GREEN SPACE

02

STRENGTHS, WEAKNESSES, OPPORTUNITIES, AND THREATS

The previous analyses are then categorized into the SWOT diagram to broadly understand the strengths, weaknesses, opportunities and threats for the Cocoa CRA. Through the SWOT summary, we are able understand what areas need attention, what's working well and brings visitors and residents. This is also where some of the larger opportunities for improvement start to stand out, and the threats that endanger future improvements and existing strengths.



- Historic buildings
- Traditional grid street layout
- Tree coverage
- Waterfront
- Quaint Village character

- Access to goods and services for residents
- Pockets of underutilized parcels (where the zoning allows for a more intense/dense use than the existing use)
- Lack of transit options

- Brightline connection
- Tourist attraction
- Increased walkability
- Multifamily housing
- Redevelopment of older buildings

- Storm resilience
- Aging community
- Lack of access for younger, labor force to live & work in the same area
- Bigger attractions outside the CRA/City (Merritt Island and Cocoa Beach)

Anticipated Brightline station north of Historic Cocoa Village

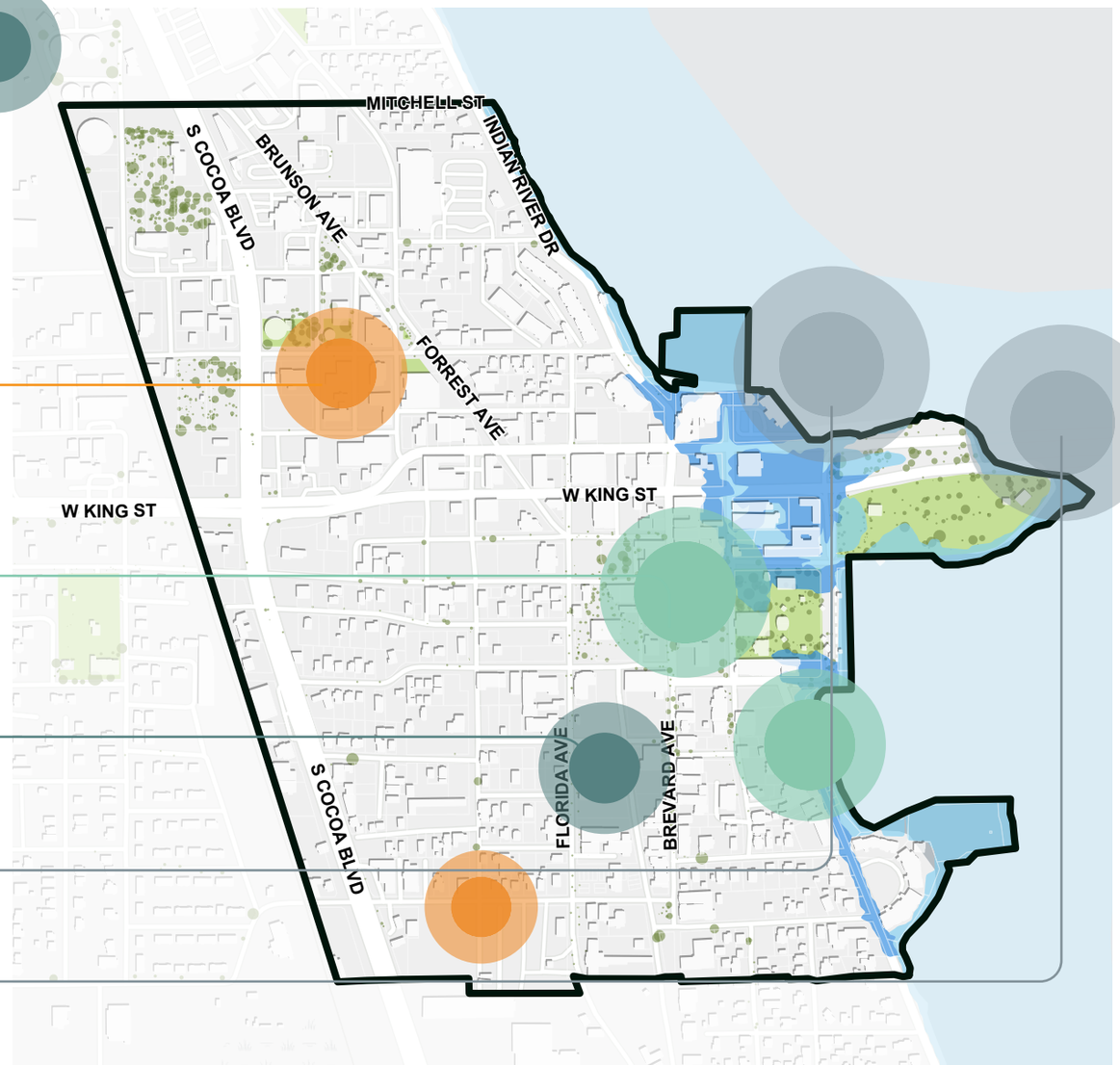
Pockets of underutilized parcels (where the zoning allows for a more intense/ dense use than the existing use)

Historic Buildings

Redevelopment of underutilized or deteriorated buildings

Storm vulnerability

Bigger attractions outside the CRA





STRATEGIC FRAMEWORK



03

CRA PLAN UPDATE

COCOA

03

STRATEGIC FRAMEWORK

The following strategic goals support the overall vision for the Cocoa CRA and align with City-wide initiatives by enhancing placemaking, improving connectivity, diversifying housing options, and fostering economic development and resilience.

UPDATED CRA GOALS:

INVEST IN PLACEMAKING INITIATIVES

Create a vibrant and accessible environment in the Cocoa CRA through placemaking initiatives that celebrate the area's history and foster a strong sense of community. This goal focuses on enhancing Cocoa Village's identity as a historical and artistic destination, increasing cultural tourism, activating underutilized spaces, enhancing the Waterfront. and building pride. These efforts will create a revitalized public realm that supports recreation, connectivity, and community engagement.

IMPROVE CONNECTIVITY

Establish a place where residents and visitors can move freely and safely, while interacting with local attractions, businesses, events, and each other. All modalities should be considered in the design of Cocoa's streetscapes, including people walking, biking, rollerblading, skateboarding, people using accessibility aids, e-scooters, e-bikes, golf carts, and people arriving via the Brightline train.

DIVERSIFY AND IMPROVE HOUSING STOCK

Prioritize the development of high-quality, diverse housing options within the Cocoa CRA to support a resilient community. This includes encouraging the development of missing middle housing options, restoring underutilized building space for residential use and focuses on improving the aesthetics of both residential and commercial properties through added paint and beautification grants, as well as promoting façade improvement programs to enhance the overall appeal and livability of the area.

FOSTER SUSTAINABLE ECONOMIC DEVELOPMENT

Foster sustainable economic growth in the Cocoa CRA by supporting businesses, encouraging mixed-use development, and enhancing the area's appeal to investors, visitors, and residents. This goal includes attracting niche businesses through targeted outreach strategies and providing innovative support programs. It also promotes mixed-use development by offering incentives, zoning adjustments, and fostering relationships with high-quality developers. Additionally, it focuses on enhancing the area's appeal, activating the waterfront, and pursuing redevelopment opportunities that support local economic prosperity.

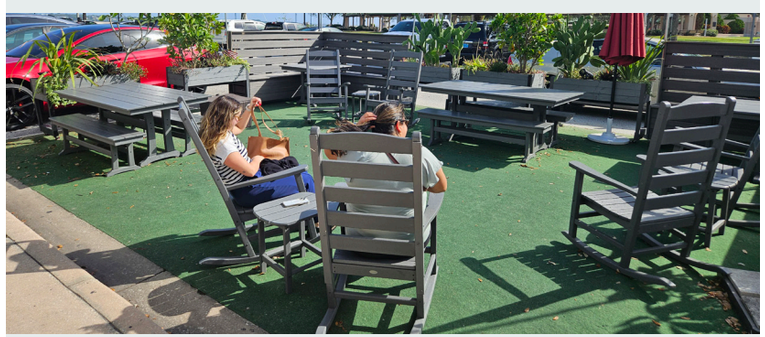
STRENGTHEN RESILIENCE

Strengthen the resilience of the Cocoa CRA by upgrading infrastructure and Waterfront development to better withstand the impacts of rising sea levels and extreme weather events. The goal also emphasizes the protection of vulnerable residential and historic buildings, reducing the risk of damage to vulnerable populations and significant features from flooding and other climate-related challenges.

INVEST IN PLACEMAKING INITIATIVES

Create a vibrant and accessible environment in the Cocoa CRA through placemaking initiatives that celebrate the area's history and foster a strong sense of community.

- Make it fun! Get the community involved with placemaking efforts by getting local organizations, schools, and businesses to give ideas for crosswalk art, murals, and imaginative uses for underutilized spaces.
- Provide Wayfinding, signage, and gateways with a uniform, recognizable Cocoa branding to orient visitors and highlight key destinations in the CRA.
- Establish parks, pocket parks, and pedestrian plazas throughout the CRA, particularly in the residential neighborhoods of Heart of Cocoa and South of the Village to encourage community gathering.
- Restore historic buildings and preserve heritage trees throughout the Cocoa CRA.



IMPROVE CONNECTIVITY

Enhance mobility through consistent and incremental improvements to non-vehicular transportation options that foster a culture of active mobility and ensure access to safe, efficient transportation for all residents.

- Enhance the pedestrian experience: widen sidewalks, provide bike lanes, bike anchors.
- Address parking during events: wayfinding, shared parking, identify parking garage from parking study.
- Streetscape safety improvements: activate crosswalks, pedestrian islands, yield signage.
- Identify a future Brightline connection stop.
- Offer alternative mobility options: e-scooter, e-bikes, and golf cart shuttles for visitors.



DIVERSIFY AND IMPROVE HOUSING STOCK

Prioritize the development of high-quality, diverse housing options within the Cocoa CRA to support a resilient community. This includes encouraging the development of missing middle housing options and restoring underutilized building space for residential use.

- Encourage the development of Live-Work housing units within the Cocoa Village subdistrict to attract entrepreneurship, local businesses, and younger residents in the labor force.
- Incorporate missing middle housing such as townhomes and multiplexes within the Heart of Cocoa subdistrict.
- Restore underutilized space on upper levels of buildings for residential use for artists, students.
- Initiate Residential Paint and Beautification Grants to assist homeowners with exterior improvements.
- Promote façade improvement programs for both residential and commercial properties through targeted marketing and outreach.



03

STRATEGIC FRAMEWORK

FOSTER SUSTAINABLE ECONOMIC DEVELOPMENT

Foster sustainable economic growth in the Cocoa CRA by supporting businesses, encouraging mixed-use development, and enhancing the area's appeal to investors, visitors, and residents.

- Attract new niche local businesses through pop-up locations for small businesses, entrepreneurship incubators, and targeted marketing strategies to inform potential beneficiaries of the programs offered.
- Encourage mixed-use development through incentives, zoning regulations, and through outreach and relationship-building with mixed-use developers.
- Develop and implement Architectural design standards appropriate for each subdistrict in the Cocoa CRA to produce more desirable location for investors.
- Waterfront Activation: provide more opportunities for interaction with the Waterfront such as swan boats, kayaks, and paddleboard rental to operate in the Cocoa Yacht basin.
- Acquire real property to solicit proposals for private or public catalytic redevelopment opportunities
- Establish economic incentive programs to encourage economic growth and increase the tax base



STRENGTHEN RESILIENCE

Strengthen the resilience of the CRA by upgrading its infrastructure and Waterfront development

- Bring in resilience specialists to the table for Waterfront activation projects.
- Consider engineering or designing with natural processes in mind to passively create a living shoreline.
- Upgrade and maintain existing infrastructure, such as sidewalks, roads, and public facilities.
- Promote resilience in Waterfront development, including an elevated seawall, installation of marsh and bay fill, and other innovative strategies to mitigate the impacts of rising sea levels and extreme weather events.
- Protect and support existing infrastructure, particularly residential and historic buildings, that are more vulnerable to flooding and extreme weather events.



CRA OPPORTUNITIES

Low-impact Waterfront improvements for recreation

Mixed-use housing development with improved right of way connectivity and landscape

Improved crosswalks

Promote recreational activities like boating, kayaking, and outdoor events that take advantage of the Waterfront

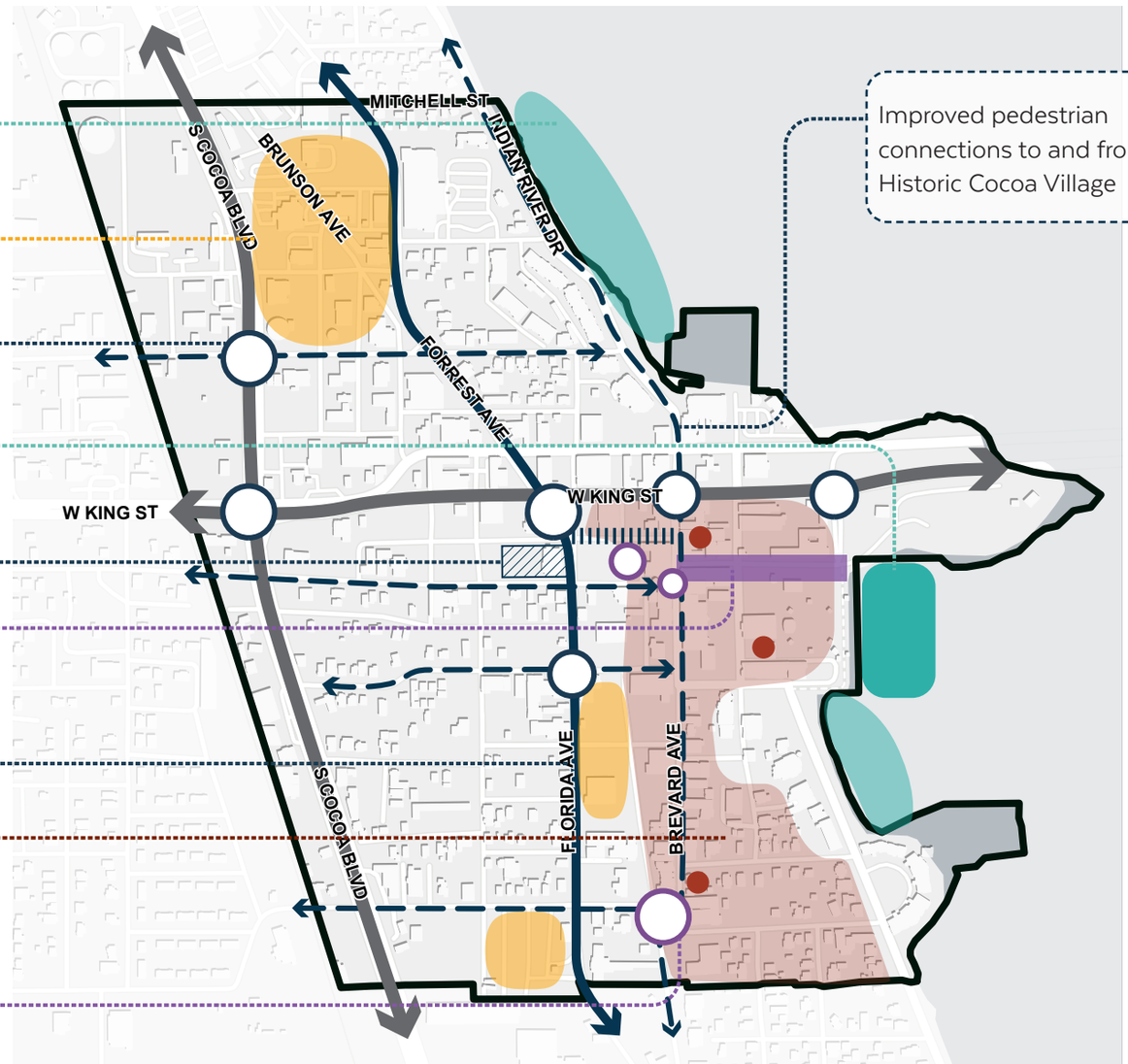
Most suitable site for potential parking structure

Harrison Street as a Festival Street

Neighborhood scale trolley service along Florida/Forrest

Potential Historic District Overlay

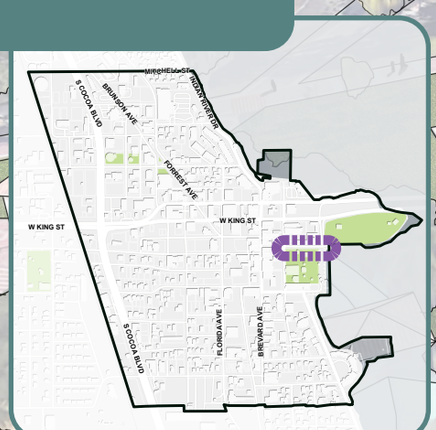
The Gateway Plaza



Improved pedestrian connections to and from the Historic Cocoa Village

CRA OPPORTUNITIES

OPPORTUNITY PROJECT:
Harrison Street as a Festival Street can connect the current vibrant street activity from Brevard Avenue to the Waterfront



CRA OPPORTUNITIES

OPPORTUNITY PROJECT:
The Gateway Plaza can serve as a public gathering space and branding identifier for Cocoa Village.





IMPLEMENTATION



04

CRA PLAN UPDATE

COCOA

04

IMPLEMENTATION

IMPLEMENTATION MATRIX

The Plan update focuses on implementing a series of potential projects, each highlighted in the accompanying table. This table outlines the district locations and estimated cost ranges for these improvements. The matrix is designed to provide the CRA with flexibility in prioritizing and allocating funds to various projects. By doing so, it ensures that investments are strategically directed to areas that will yield the most impactful benefits.

Market conditions, along with the costs of materials and labor, will inevitably influence the implementation of these projects. The key to success lies in maximizing opportunities and continuously leveraging these investments to foster economic growth and well-being within the Cocoa CRA. This adaptability allows the CRA to respond effectively to changing circumstances and maintain momentum in its development efforts.

All projects and initiatives align with the strategic framework and themes, including Placemaking, Connectivity, Housing, Economic Development, and Environmental Resilience. This alignment ensures that each project contributes to the overarching goals of the CRA, promoting a cohesive and sustainable approach to redevelopment.



	PROPOSED PROJECT	STRATEGIC FRAMEWORK THEME	PROJECT DESCRIPTION	SUB-DISTRICT	EST. COST	POTENTIAL FUNDING SOURCE
1	Brand Guidelines, Signage & Wayfinding	PLACEMAKING	Establish a branding design guideline that is used for signage, wayfinding, and furnishings throughout CRA.	All	$$$	CRA; City
2	Parks and Public Spaces	PLACEMAKING	Identify smaller parcels that may be suitable for acquisition and development as a pocket park or dog park.	All	$$$$$	CRA; City
3	Develop and Implement Architectural Design Guidelines	PLACEMAKING	Develop and implement Architectural design standards appropriate for each subdistrict in the Cocoa CRA to produce more desirable location for investors.	All	$$	CRA; City; Private Sector
4	Community Policing	PLACEMAKING	Establish a community policing program to enhance security within the Cocoa Village and such other areas deemed necessary.	All	$$$	CRA
5	Micromobility Improvements	CONNECTIVITY	Complete gaps in sidewalk network and widen where foot traffic warrants, improve crosswalks, install gateway and wayfinding signage and increase access to e-mobility.	All	$$$$$	CRA; City; Brevard County; SCAT; FDOT
6	Parking Mitigation	CONNECTIVITY	Complete construction of a parking garage identified from the 2017 Parking Study. Increase wayfinding signage for parking garages, encourage shared parking agreements.	Cocoa Village	$$$$$	CRA; City
7	Complete Streets	CONNECTIVITY	Identify ROWs that merit non-vehicular safety improvements and/or Complete Street redesign and pursue funding accordingly.	All	$$$$$	CRA; City
8	Brightline Connectivity	CONNECTIVITY	Evaluate opportunities to provide transit between Cocoa Village and the future Brightline station.	U.S. 1 Corridor	$$$$	CRA; City; Brevard County, SCAT; FDOT
9	Live-Work Housing Development	HOUSING	Develop strategies for attracting specialized housing developers through planning incentives, and relationship-building.	North of the Village; South of the Village; South End	$$$$$	CRA; City; Housing Authority
10	Missing Middle Housing Development	HOUSING	Develop strategies for attracting specialized housing developers through planning incentives, and relationship-building.	Heart of Cocoa; All	$$$$$	CRA; City; Housing Authority
11	Underutilized Upper Level Restoration	HOUSING	Provide incentives and guidelines for the restoration of underutilized upper levels as residential units.	All	$$$$	CRA; City; Private Sector

EST. COST: $=<$50K | $$=$50K-$100K | $$$=$100K-$500K | $$$$=$500K-$1M | $$$$$=>$1M

IMPLEMENTATION

	PROPOSED PROJECT	STRATEGIC FRAMEWORK THEME	PROJECT DESCRIPTION	SUB-DISTRICT	EST. COST	POTENTIAL FUNDING SOURCE
12	Commercial Façade Improvement Program	**ECONOMIC DEVELOPMENT**	Promote targeted marketing of the program, as well as technical assistance for the application of the program.	All	$$$	CRA
13	Small Business Support	**ECONOMIC DEVELOPMENT**	Attract new niche businesses through avant-garde methods such as establishing business pop-up locations with short-term leases, entrepreneurship incubators and mentorship.	Cocoa Village, Waterfront	$$$	CRA
14	Redevelopment of City or CRA owned Property	**ECONOMIC DEVELOPMENT**	Redevelopment CRA and City owned real property within the CRA area with catalytic private or public redevelopment including, but not limited to, 603 Brevard Avenue, 915 Florida Avenue, and 203 Orange Street.	All	$$$$$	CRA; City
15	Catalytic Mixed-use Development	**ECONOMIC DEVELOPMENT**	Procure vacant parcels to prepare RFP's and encourage mixed-use development through planning incentives, zoning regulations, and relationship-building with specialized developers.	All	$$$$$	CRA; City
16	Waterfront Activation	**ECONOMIC DEVELOPMENT**	Provide more opportunities for interaction with the Waterfront such as swan boats, kayaks, and paddleboard rental to operate in the Cocoa Yacht basin.	Waterfront	$$$$$	CRA; City
17	Waterfront Resilience	**ENVIRONMENTAL RESILIENCE**	Bolster resilience in waterfront development, including an elevated seawall, installation of marsh and bay fill, and other innovative strategies to mitigate the impacts of rising sea levels and extreme weather events.	Waterfront	$$$$$	CRA; City; Brevard County
18	Preservation of Structures & Sites	**ENVIRONMENTAL RESILIENCE**	Undertake restoration, preservation, and resilience projects to protect critical existing infrastructure, historic buildings, and heritage trees.	All	$$$$	CRA; City; Brevard County

EST. COST: $=<$50K | $$=$50K-$100K | $$$=$100K-$500K | $$$$=$500K-$1M | $$$$$=>$1M

TAX INCREMENT FINANCING (TIF) PROJECTIONS

The following Tax Increment Financing (TIF) revenue projections show the anticipated TIF revenue for the CRA's operational timeframe. The projections utilize the 1981 base year value ($26,410,420), the 2024 taxable valuation ($223,453,941), and the 2024 City (6.9532), County (3.0486), and County District IV (0.64532) millage rates as a base. Taxable values are projected to increase at 3% per year. The TIF collection rate for City and County taxes is 95%. The cumulative TIF revenue projected to be collected through 2041 is $44,618,449.

Cocoa CRA 3% growth

		Taxable Valuation	Estimated Increment Value	County Contribution @ 95%	County District IV Rec Contribution @ 95%	City Contribution @ 95%	Total TIF CRA
BASE	1981	$26,410,420					
	2024	$223,453,941	$197,043,521	$570,672	$120,798	$1,301,579	$1,993,049
	2025	$230,157,559	$203,747,139	$590,086	$124,908	$1,345,860	$2,060,854
	2026	$237,062,286	$210,651,866	$610,084	$129,141	$1,391,469	$2,130,694
	2027	$244,174,155	$217,763,735	$630,681	$133,501	$1,438,447	$2,202,629
	2028	$251,499,379	$225,088,959	$651,896	$137,992	$1,486,834	$2,276,722
	2029	$259,044,361	$232,633,941	$673,747	$142,617	$1,536,673	$2,353,037
	2030	$266,815,691	$240,405,271	$696,255	$147,381	$1,588,007	$2,431,643
	2031	$274,820,162	$248,409,742	$719,437	$152,289	$1,640,880	$2,512,606
	2032	$283,064,767	$256,654,347	$743,315	$157,343	$1,695,341	$2,595,998
	2033	$291,556,710	$265,146,290	$767,909	$162,549	$1,751,434	$2,681,892
	2034	$300,303,411	$273,892,991	$793,241	$167,911	$1,809,211	$2,770,363
	2035	$309,312,514	$282,902,094	$819,333	$173,434	$1,868,721	$2,861,488
	2036	$318,591,889	$292,181,469	$846,207	$179,123	$1,930,016	$2,955,347
	2037	$328,149,646	$301,739,226	$873,888	$184,982	$1,993,151	$3,052,021
	2038	$337,994,135	$311,583,715	$902,399	$191,018	$2,058,179	$3,151,596
	2039	$348,133,959	$321,723,539	$931,766	$197,234	$2,125,158	$3,254,158
	2040	$358,577,978	$332,167,558	$962,014	$203,637	$2,194,146	$3,359,796
	2041	$369,335,317	$342,924,897	$993,169	$210,231	$2,265,204	$3,468,604
							$48,112,496
	County Millage		*0.0030486*				
	County District IV Rec		*0.00064532*				
	City Millage		*0.0069532*				
	Total County Contribution (2024-2041)			**$13,776,097**			
	Total County District IV Rec (2024-2041)			**$2,916,090**			
	Total City Contribution (2024-2041)			**$31,420,310**			
	Total TIF Estimated (2024-2041)			**$48,112,496**			

04

IMPLEMENTATION

The implementation of the Plan should strategically focus on leveraging and layering funding sources to maximize project impact. This involves not only making incremental improvements and investments but also acquiring, preparing, and disposing of real estate within the Cocoa CRA. Collaborating with the private sector to redevelop these areas is crucial. The projects identified will use potential Tax Increment Financing (TIF) revenue projections to guide prioritization. By investing in placemaking initiatives, the Plan aims to create a vibrant and accessible environment in the Cocoa CRA. These initiatives will celebrate the area's history and foster a strong sense of community, enhancing Cocoa Village's identity as a historical and artistic destination. The goal is to increase cultural tourism, activate underutilized spaces, and build pride among residents, thereby revitalizing the public realm to support recreation, connectivity, and community engagement.

Improving connectivity within the Cocoa CRA is essential as it serves as the centerpiece of the City of Cocoa. Creating a space where residents and visitors can move freely and safely, while interacting with local attractions, businesses, and events, is key to making Cocoa a desirable place to live and visit. The design of Cocoa's streetscapes should accommodate all modalities, including walking, biking, rollerblading, and various electric vehicles, as well as accessibility aids. This comprehensive approach ensures that everyone, including those arriving via the Brightline train, can navigate the area with ease. Additionally, diversifying and improving the housing stock is a priority, with a focus on developing high-quality, diverse housing options. Encouraging the development of missing middle housing, restoring underutilized spaces for residential use, and enhancing the aesthetics of properties through grants and façade improvement programs will improve the overall appeal and livability of the area.

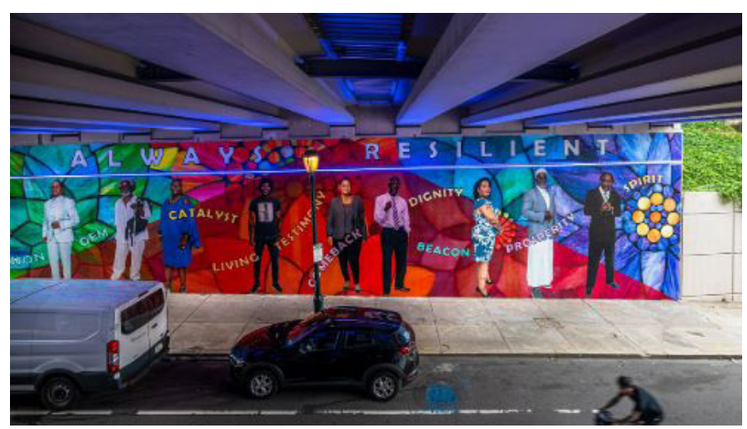
Fostering sustainable economic development in the Cocoa CRA is another critical component of the Plan. Supporting businesses, encouraging mixed-use development, and enhancing the area's appeal to investors, visitors, and residents will drive local economic prosperity. This includes attracting niche businesses through targeted outreach and providing innovative support programs. Offering incentives, zoning adjustments, and building relationships with high-quality developers will promote mixed-use development. Additionally, activating the Waterfront and pursuing redevelopment opportunities will create a dynamic, attractive environment. Strengthening the resilience of the Cocoa CRA by upgrading infrastructure and Waterfront development is vital to withstand rising sea levels and extreme weather. Protecting vulnerable residential and historic buildings will reduce the risk of damage from flooding and other climate-related challenges, ensuring the area remains a sustainable and thriving community.

OTHER CRA PROJECTS, ACTIVITIES AND PROGRAMS

Although the CRA Plan proposes potential projects, this Plan does not identify all CRA redevelopment projects, activities and programs that can be pursued by the CRA in accordance with the powers vested in the CRA by law. The CRA must remain flexible to address new redevelopment projects, activities and programs as opportunities arise. Therefore, this CRA Plan is not intended to limit or prohibit the CRA from performing other redevelopment projects, activities and programs not expressly set forth in this CRA Plan, provided such projects, activities and programs are consistent with the redevelopment goals, policies, objectives and strategies set forth in this Plan, and the powers vested in the CRA by law. Expenditures by the CRA for such projects, activities and programs are permissible to effectuate the implementation of this CRA Plan.

RESERVATION OF RIGHTS AND POWERS:

The Cocoa CRA expressly reserves all rights, powers, and authorities available to it under applicable federal, state, and local laws, including but not limited to the Florida Community Redevelopment Act of 1969, as amended (the "Redevelopment Act"). Nothing in this Plan shall be construed as a waiver, limitation, or relinquishment of any rights, powers, or discretion vested in the CRA under the Redevelopment Act or other governing statutes and regulations. The CRA retains full authority to amend, update, or implement this Plan as permitted by law in furtherance of its mission to eliminate blight and foster sustainable community revitalization and engage in community redevelopment.

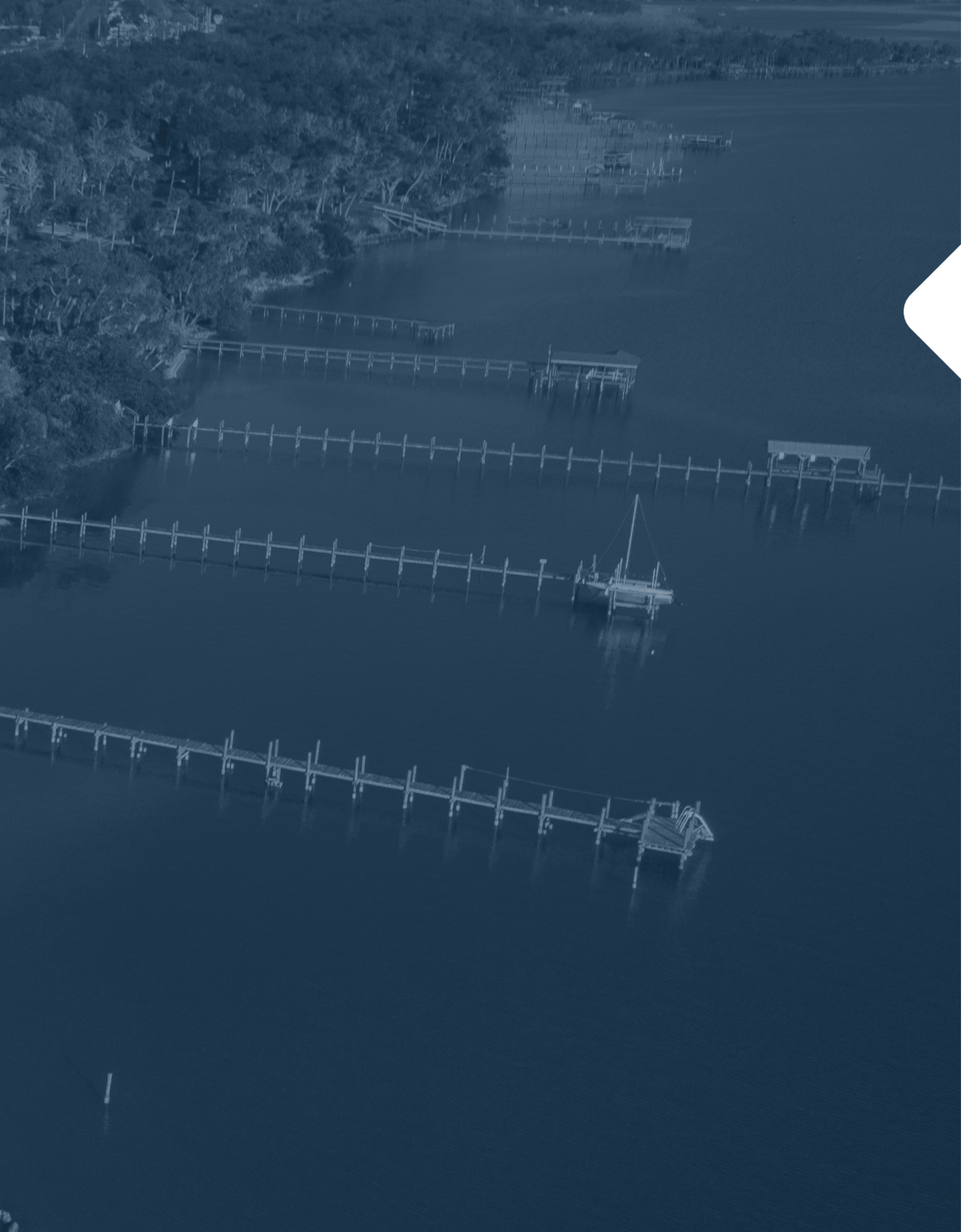


In addition, the Cocoa CRA should also consider creating programs for development, rehabilitation, financial or other economic incentives to facilitate new investment in the redevelopment area thereby fostering growth, elimination of slum and blights, and increasing the tax base. When appropriate, the CRA may consider entering into a TIF Reinvestment Agreement with a private party to support the construction of a private sector development project within the CRA area by allowing a portion of the tax increment generated from the project to be reinvested (rebated) to support the completion of qualified improvements related to the project consistent with the Plan.

The Cocoa CRA seeks to avoid displacement of households or businesses as a general policy. This Plan specifically seeks to support neighborhood revitalization and allow current residents to invest in and remain in neighborhoods. However, although not anticipated, if relocation ever becomes necessary the Cocoa CRA will establish a relocation policy that provides equitable payment for all property owners, tenants in the event of displacement from property acquisition by the Cocoa CRA.



NEIGHBORHOOD IMPACT ELEMENT



05

CRA PLAN UPDATE

COCOA

05

NEIGHBORHOOD IMPACT ELEMENT

The following neighborhood impact element describes the potential impact of the redevelopment upon residents of the redevelopment area and the surrounding area. The neighborhood impact element describes potential impacts upon housing relocation, traffic circulation, environmental quality, availability of community facilities and services and the effect on school population.

While specific impacts cannot be determined until concrete redevelopment proposals are submitted for review, this section attempts to quantify the range of impacts that could be expected in the areas of housing relocation, traffic circulation, environmental quality, the availability of community facilities, and the effect upon the school population.

HOUSING RELOCATION

The implementation of the Cocoa Community Redevelopment Plan does not anticipate the displacement or potential relocation of residents living within the Community Redevelopment Area boundaries. However, if as a result of implementation of projects contained in this Cocoa Community Redevelopment Plan relocation of persons becomes necessary on either a temporary or permanent basis, the Cocoa Community Redevelopment Agency will be responsible for the timely provision of replacement housing for those affected persons.

TRAFFIC CIRCULATION

The implementation of the Cocoa Community Redevelopment Plan does not propose to change or modify any of the existing traffic patterns within the Community Redevelopment Area. The implementation of the Cocoa Community Redevelopment Plan does propose Complete Street improvements to existing roadways and corridors to improve public safety, accessibility and to safely accommodate additional modes of transportation (bicycle and pedestrian modes).

ENVIRONMENTAL QUALITY

The implementation of the Cocoa Community Redevelopment Plan proposed infrastructure improvements will seek to improve the environmental quality of the Community Redevelopment Area. Specific infrastructure improvements that will have a positive effect upon the environmental quality of the Cocoa Community Redevelopment Area include stormwater system improvements (reduce flooding and water-borne diseases) and roadway improvements to encourage non-automobile modes of transportation (reduce traffic levels, reduce automobile emissions, and improve air quality). The implementation of Cocoa Community Redevelopment Plan also seeks to increase the amount and availability of green spaces and open spaces within the Cocoa Community Redevelopment Area, effectively improving the quality of the environment by adding green spaces and open spaces.

AVAILABILITY OF COMMUNITY FACILITIES

The implementation of the Cocoa Community Redevelopment Plan seeks to consolidate the provision of public services at community facilities within the Community Redevelopment Area through the revitalization of Downtown Cocoa. This area is anchored by several community facilities and public agencies, including but not limited to: City Hall, Hernando County Courthouse; and Public Parks and Recreational facilities. The implementation of the Cocoa Community Redevelopment Plan will increase the accessibility and availability of community facilities within the Community Redevelopment Area.

EFFECT ON SCHOOL POPULATION

The implementation of the Cocoa Community Redevelopment Plan proposes the potential increase in residential densities in appropriate areas and the commensurate population increase within the Community Redevelopment Area. Currently the effects on school population within the City of Cocoa and the Cocoa Community Redevelopment Area associated with development and population growth are accommodated on a case-by-case basis through the Future Land Use Element and Public School Facilities Element in the City's Comprehensive Plan. Additionally, the City coordinates with the Brevard County School Board and Brevard County Government through joint-planning agreements and public school Interlocal Agreements to ensure adequate provision of public school facilities within the Cocoa Community Redevelopment Area and throughout the City. Through the use of these administrative mechanisms, future development or redevelopment within the Cocoa Community Redevelopment Area must demonstrate accommodation of school facility level of service standards before development or redevelopment may occur.


King St







CITY COUNCIL AGENDA ITEM

Memo Date:	July 15, 2025
Agenda Date:	July 22, 2025
File ID:	2025-691
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Pass on First Reading of Ordinance 08-2025 to adopt the updated Redevelopment Plan for the Diamond Square Community Redevelopment Agency.

BACKGROUND:

CRA Plan Update Approval Process

Under the Community Redevelopment Act of 1969 ("Act"), the procedural requirements governing the modification of redevelopment plans are governed by Section 163.361, Florida Statutes.

An ad was placed in the Florida Today on June 24, 2025 with notification of the proposed plan modifications for public comment, advertising the Planning and Zoning meeting on July 9, 2025 (LPA review) and the City Council meeting on July 22, 2025 (First Reading). Prior to the CRA's consideration of an update to the Redevelopment Plan, the City's Land Planning Agency ("LPA"), must review the proposed Plan modifications for conformance with the City's Comprehensive Plan. The Act requires that the Plan be consistent with the City's Comprehensive Plan. See §163.360(2)(a), Fla. Stat. Importantly, the LPA's role in the Redevelopment Plan update process is solely to consider whether the proposed amendments are consistent with the City's Comprehensive Plan.

The Planning & Zoning Board reviewed the Cocoa CRA updated Redevelopment Plan for consistency with the City's Comprehensive Plan at a Public Meeting held on July 9, 2025. The P&Z Board made a recommendation to accept the Cocoa CRA updated Redevelopment Plan with no comments or amendments to the City Council meeting on July 22, 2025.

The City Council will then consider adopting an ordinance with the Plan modifications and shall be required to provide notice of the modifications, prior to adoption, to each taxing authority which levies ad valorem taxes on taxable real property contained within the geographical boundaries of the Agency's redevelopment area. Notice was provided to each taxing authority with no comments submitted as part of the notification.

Diamond Square CRA Plan
Previous Plans

The previous Diamond Square Community Redevelopment Plan was developed in 2014

and identified five key themes that drove the plan's vision: community living, community places, community connections, community identity and community opportunity. The Plan was formally adopted in 2019 as part of the Interlocal Agreement with Brevard County. Using the previous plan, existing conditions analysis, strengths, weaknesses, opportunities, threats and public input, the updated CRA goals were established.

Community Living - Improve the quality, aesthetic, and availability of housing in Diamond Square to increase homeownership, increase property values, and attract investment from housing developers.

Community Places - Enhance the parks and public spaces of Diamond Square in the CRA to create safe, inclusive, vibrant areas for leisure and community gatherings through more consistent maintenance, upgraded amenities, and meaningful programming.

Community Connections - Enhance mobility in the Diamond Square neighborhood by implementing consistent, incremental improvements to alternative transportation options such as public transit and walkability.

Community Identity - Strengthen the community identity of Diamond Square by celebrating its rich history and culture, while fostering a safer, healthier environment for all residents.

Community Opportunity - Foster economic growth in Diamond Square by revitalizing vacant and underutilized properties, creating a vibrant commercial district that attracts diverse businesses and amenities.

Future Land Use Element

CRA Goals
Community Living, Community Connections, Community Identity, Community Opportunity

Consistency with the Comprehensive Plan
Objective 1.1.4: Redevelopment: The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment Programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable. Policy 1.3.1.2: The City shall recruit targeted business sectors to diversity the economy through an aggressive strategic marketing program, including utilization of publications and a website, providing information and matching sites and services to prospective businesses, impact fee subsidies and other incentives.

Policy 1.2.2.1: The City shall examine the feasibility of establishing form-based design guidelines for City-wide as well as for specific areas in the City including CRAs, major

corridors and waterfront. The standards could include streescape standards, building signage, architectural styles and gateway designs to highlight the entrances to the City.

Transportation Element

CRA Goals
Community Connections, Community Identity

Consistency with the Comprehensive Plan

Policy 1.2.1.5: The City shall increase coordination with SCAT to integrate bike routes and public transit in the City, to increase the transit safety and to expand the transit service routes.

Policy 1.2.1.6: New development, as well as infill development shall provide interconnected street grid networks, where feasible, to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Recreation Element

CRA Goals
Community Places

Consistency with the Comprehensive Plan

Policy 10.1.1.8: The City will ensure that all recreational facilities are well maintained and redeveloped as needed.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:
Pass on First Reading of Ordinance 08-2025 to adopt the updated Redevelopment Plan for the Diamond Square Community Redevelopment Agency.

LocaliQ
Florida
GANNETT

Order Confirmation

Not an Invoice

Account Number:	1127247
Customer Name:	City Of Cocoa - Te
Customer Address:	City Of Cocoa - Te 65 Stone ST Accounting Division Cocoa FL 32922-7982
Contact Name:	Brian Dale
Contact Phone:	
Contact Email:	bdale@cocoafl.gov
PO Number:	

Date:	06/20/2025
Order Number:	11424673
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	100.0000
Height in Inches:	8.2800

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	06/24/2025 - 06/24/2025	Govt Public Notices
BRE floridatoday.com	1	06/24/2025 - 06/24/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	$209.00
Tax Amount	$0.00
Service Fee 3.99%	$8.34
Cash/Check/ACH Discount	-$8.34
Payment Amount by Cash/Check/ACH	$209.00
Payment Amount by Credit Card	$217.34

Order Confirmation Amount	**$209.00**

Ad Preview

Ad#11424673 06/24/2025

CITY OF COCOA NOTICE OF PUBLIC HEARINGS FOR THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY (CRA) REDEVELOPMENT PLAN UPDATE 2025

Notice is hereby given that the Cocoa Land Planning Agency and Cocoa City Council will hold public hearings at the Cocoa City Hall Council Chambers, 65 Stone Street, Cocoa, Florida, to consider the following Ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 8-59 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

In accordance with the Community Redevelopment Act of 1969, the ordinance, if approved by the City Council, will modify the City Code and Redevelopment Plan of the Diamond Square Community Redevelopment Agency. The public hearings are as follows:

Land Planning Agency, Wednesday, July 9, 2025, at 6:00 p.m.
City Council, Tuesday, July 22, 2025, at 6:00 p.m.

The Land Planning Agency will be making a recommendation to the City Council, and the City Council will consider adopting the updated Redevelopment Plan at these hearings and the boards reserve the right to continue or postpone hearings to a date certain without re-advertising. The Land Planning Agency and City Council also reserve the right to make additional Plan Amendments at their discretion if deemed necessary. The proposed ordinance may be inspected by the public at the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922 between 8:30 a.m. and 5 p.m., Monday through Friday. Interested parties may appear at the public hearings and be heard regarding the ordinance.

All persons and parties are hereby advised that if they should decide to appeal any decision made by the Land Planning Agency or City Council with respect to any matter considered at these hearings, they will need a record of the proceedings and that for such purpose, affected persons m ay need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing special accommodation to participate in this public hearing proceeding should contact the City Clerk's Office at 321-433-8484 no later than 48 hours prior to the proceeding for assistance. Interested parties are also hereby advised that they may appear at said meeting and be heard with respect to the ordinance. Written comments from the public with regard to the ordinance will also be accepted.

For more information related to the proposed ordinance and the updated Diamond Square Community Redevelopment Plan, please contact Ms. Charlene Neuterman, Community Services Director at 321-433-8509 or cneuterman@cocoafl.org.

Dated this 24th day of June, 2025.
Monica Arsenault, CMC, City Clerk

ORDINANCE NO. 08-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 8-59 OF THE CITY CODE TO ADOPT AN UPDATED REDEVELOPMENT PLAN FOR THE DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, this Ordinance is adopted in accordance with the provisions of the Community Redevelopment Act of 1969; and

WHEREAS, the City Council established the Diamond Square Community Redevelopment Agency ("Agency") in 1998, and the Agency has served a vital role in mitigating against slum and blight in the Agency's redevelopment area by pursuing and implementing various important redevelopment activities within the Agency's redevelopment area pursuant to the redevelopment plan; and

WHEREAS, the Agency has recommended that the City Council adopt an updated redevelopment plan; and

WHEREAS, the City's Land Planning Agency has reviewed the proposed updated redevelopment plan and has found that pursuant to Section 163.360(4), Florida Statutes, the proposed updated redevelopment plan is consistent and in conformity with the City's Comprehensive Plan; and

WHEREAS, the Agency's redevelopment plan was last comprehensively amended in 2014; and

WHEREAS, the City Council hereby finds that it is necessary and desirable to update the plan due to changes in circumstances within the Agency's redevelopment area; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HERBEY ORDAINS, 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. Updated Redevelopment Plan Approved. The updated, amended and restated Diamond Square Community Redevelopment Agency Redevelopment Plan prepared by City Staff

and dated 2025 is hereby adopted and is attached hereto as **EXHIBIT "A"** and incorporated herein by this reference.

Section 3. **Code Amendment.** Chapter 8, *Community Development*, of the Code of Ordinances of the City of Cocoa, Florida, is hereby amended as follows: (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion form this Ordinance of text appearing in Chapter 8. It is intended that the text in 8 not modified by this ~~Ordinance,~~ shall remain unchanged from the language existing prior to the adoption of this Ordinance.

Chapter 8 – COMMUNITY DEVELOPMENT [1]

***

ARTICLE III. – DIAMOND SQUARE COMMUNITY REDEVELOPMENT AGENCY

***

Sec. 8-59. – Community Redevelopment plan approved.

(a) The city council finds, declares and determines that the matters set forth in the community development plan update, prepared and dated in 2025 ~~by Real Estate Research Consultants, Inc., AECOM, and Planning Design Group, and dated March 2014~~ pursuant to F.S. § 163.360, is ~~are~~ true and correct, approved, and is ~~are~~ incorporated herein by this reference.

***

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

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

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

Section 7. **Effective Date; Updated Redevelopment Plan in Full Force and Effect.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, and upon said effective date, the updated redevelopment plan adopted hereunder shall be deemed in full force and effect for the Agency's redevelopment area, and the City and Agency shall hereinafter carry out such updated redevelopment plan in accordance with its terms.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2025.

_____
Michael C. Blake
Mayor

ATTEST:

_____
Monica Arsenault
City Clerk

First Reading: 07/22/2025
Second Reading: _____
Effective Date: _____

EXHIBIT "A"









CRA PLAN UPDATE

DIAMOND SQUARE

2025

◇ ACKNOWLEDGMENTS ◇

COMMUNITY REDEVELOPMENT ADMINISTRATORS

Community Services Director	Charlene Neuterman
Redevelopment Coordinator	Ryan Browne

DIAMOND SQUARE CRA BOARD MEMBERS

Agency Chairperson	Tracy Moore
Agency Vice Chairperson	Crystal McQueen
Agency Member	Larry Brown
Agency Member	Brenda Fox
Agency Member	Jackie Isom
Agency Member	Angelia (“Angie”) Smith
Agency Member	Marilyn Smith

CITY COUNCIL

Mayor	Michael C. Blake
Deputy Mayor	Patricia Weeks
Council Member	Alex Goins
Council Member	Lavander Hearn
Council Member	Lorraine Koss

CITY MANAGER

City Manager	Stockton Whitten

CITY OF COCOA STAKEHOLDERS

CITY OF COCOA STAFF

Director of Communication & Economic Development	Samantha Senger

LEGAL COUNCIL

Attorney	Joe Colombo

CITY OF COCOA CITIZENS

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DIAMOND SQUARE
HISTORIC COMMUNITY
Est. 1998

INTRODUCTION

The purpose of the Diamond Square Community Redevelopment Plan Update is to provide a comprehensive guidebook for revitalizing and enhancing the Community Redevelopment Area. This update aims to address both current and future needs by identifying aspects of the previous plan that are appropriate to continue as well as new initiatives for economic growth, infrastructure improvements, and community development. This Plan update is designed in accordance with Chapter 163 Part III of the Florida Statutes governing Community Redevelopment Agencies. The updated CRA Plan will guide Diamond Square's growth by fostering long-term sustainable development, enhancing residents' quality of life, and attracting investment while ensuring that redevelopment efforts align with the community's vision for its future.

The Plan update is designed to focus on Diamond Square, aiming to revitalize and enhance its economic and social vitality. Most importantly, the Plan must align with the City's overarching Mission, Values, and Vision ensuring that any changes contribute positively to the community's long-term objectives. By integrating these elements, the Plan seeks to foster sustainable development while addressing the specific needs and aspirations of the community.

MISSION STATEMENT

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

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

VALUES

Integrity

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

Accountability

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

Community Engagement

Encouraging community participation, inclusivity and awareness so that all residents feel they have an opportunity to participate in their city government.

Professionalism

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

Excellence

Providing responsive and exceptional customer service.

Respect

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

VISION

We envision Cocoa as a safe, vibrant, and diverse city that values its rich history and environmental resources, while promoting an engaged and inclusive community with ample employment, housing, recreational, and social opportunities for all.



CONTEXT

DRAFT

01

CRA PLAN UPDATE

DIAMOND SQUARE


Indian River
Hubert Humphrey Bridge
1
520
Dr. Joe Lee Smith
Community Center
Diamond Square
CRA
N

HISTORY

The City of Cocoa is situated on the western shore of the Indian River in Brevard County, Florida. Cocoa is a coastal community bordered by Rockledge to the south, the Indian River to the east, and unincorporated Brevard County to the north and west. Originally settled in the 1860s under names such as 'Scrub City' and 'Magnolia Point', Cocoa was officially platted as Indian River City in 1882 and incorporated in 1895. In 1895, the population of this burgeoning community stood at approximately 50 individuals; among them were four African Americans: three laborers and one preacher who played an instrumental role in laying down roots for what would become a vibrant black community around Orange Street and Hughlett Avenue. Cocoa's first black community, known as "Diamond Square", had emerged as a vibrant neighborhood just west of Cocoa Village. The City began as an agricultural hub producing oranges, lemons, pineapples, bananas, and cane syrup. The advent of steamships revolutionized transportation logistics and attracted businesses that relied on regional transportation. Thus, Cocoa saw further growth with Henry Flagler's Florida East Coast Railway arriving in 1896.

By 1905, Cocoa's prosperity was evident through its diverse stores, attractive homes, and numerous schools downtown. Commercial developments concentrated around the waterfront while residential areas expanded outward beyond core business district boundaries due to increased automobile ownership rates which rose dramatically during the years spanning the early mid-century timeframe.

Limited by Jim Crow segregation laws, the Diamond Square neighborhood grew into a self-sustaining community, furnished with grocery stores, retail, schools, and many churches to support residents both for spiritual guidance as well as for political organization. Stone Street became the neighborhood's main commercial hub. During the 1960's and 70's, Diamond Square experienced a downturn due to urban renewal efforts, which led to many successful Black-owned businesses being condemned, the destruction of homes, and dismantling of institutions that provided vital services to the Black community. These efforts displaced many long-time residents, forced surrounding businesses to be shut down, and left a void of community, culture, and infrastructure, leaving the neighborhood weakened and empty.

To address these issues, the City Council initiated a "Vision Planning" process to explore potential solutions. In June 1996, they adopted recommendations from this plan, which included establishing a Community Redevelopment Agency for the Diamond Square area. Following a "Finding of Necessity" study that confirmed the need for redevelopment, the City Council formed this Agency and appointed a seven-member Board of Directors. The Diamond Square CRA was thus established in 1998 to help rebuild the area. This appointed board is responsible for developing and implementing the Community Redevelopment Plan in accordance with Florida Statutes. The plan was last updated in 2014.

Today's Diamond Square reflects this rich history while embracing new opportunities for growth and development within Cocoa's diverse community tapestry. It is essential to acknowledge the richness and depth of this community and to advance with projects that genuinely reflect the history and culture of its residents, including those who have been part of it for generations. This approach is vital for effectively rebuilding and revitalizing the area.



1951 AERIAL

TIMELINE

›Pre-1885

FORMATION OF COCOA'S AFRICAN-AMERICAN SETTLEMENT

The Diamond Square area of Cocoa was originally part of the City's African-American settlement.

›1885



STEAMSHIP CONNECTION SPURS ECONOMIC GROWTH

A steamship link to Titusville spurred Cocoa's growth, leading to the development of fish and fruit industries, ice plants, canneries, and packing houses.

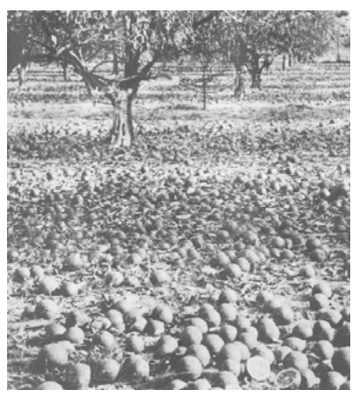
›1893



FLORIDA EAST COAST RAILWAY TRANSFORMS COCOA'S INDUSTRIES

With the arrival of the railway, travel and distribution shifted to rail, and industries moved near the tracks, boosting Cocoa's economy.

›1895



INCORPORATION OF COCOA AND THE GREAT FREEZE

Cocoa was incorporated, and W. L. Hughlett became the first mayor. The Great Freeze hit, reducing the population temporarily, but citrus production soon revived.

›1904



MARY MCLEOD BETHUNE OPENS A GIRLS SCHOOL

Mary McLeod Bethune opens the Daytona Normal and Industrial School for Girls, later called Bethune-Cookman College, and finally Bethune-Cookman University. Mrs. Bethune would provide dedication remarks at the opening of the Rosenwald School in Cocoa in 1923.

›1915



CONSTRUCTION OF DIXIE HIGHWAY SHIFTS CITRUS DISTRIBUTION

The Dixie Highway became a major transportation route for citrus, leading to new land use patterns in Cocoa.

›1922



COCOA JUNIOR SCHOOL

Construction begins on Cocoa Junior School, partially funded by the Julius Rosenwald Fund. The school serves African American students in Cocoa.

›1929

MULES AND MEN

Zora Neale Hurston writes her first, and most important book of anthropology, Mules and Men, while living in Eau Gallie, about 17 miles south of Cocoa.





›1930s-40s

HARRY T MOORE

Harry T. Moore establishes the Brevard County Branch of the National Association for the Advancement of Colored People (NAACP) and the Progressive Voters League, registering 116,000 African Americans in Florida to vote.

›1973

LEON COLLINS

Leon Collins is the first African American man elected to the Cocoa City Council. He would serve until 1983, seven of those ten years as Vice Mayor.





›1980s-90s

SURROUNDING COMMUNITIES' GROWTH CAUSES COCOA'S DECLINE

Growth in nearby areas led to a decline in Cocoa's market share, with strip commercial areas showing signs of economic and physical deterioration.

›1996

COCOA CITY COUNCIL ADOPTS VISION PLAN FOR REDEVELOPMENT

The City Council launched a Vision Plan, and established the Diamond Square Community Redevelopment Agency (CRA) to address these challenges.

›2004

MICHAEL C BLAKE

Michael C. Blake is elected as Cocoa's first African American Mayor.



›2014

REASSESSMENT AND REDEVELOPMENT PLANNING FOR DIAMOND SQUARE

The Diamond Square CRA issued a Plan update, reflecting on the area's history and outlining future development recommendations.

›2019

INTERLOCAL AGREEMENT WITH COUNTY

The Plan update is approved and the Diamond Square CRA and Brevard County enter into an interlocal agreement

2024

2024 PLAN UPDATE BEGINS

The Diamond Square Community Redevelopment Plan is updated, forming a strategic framework for the CRA's remaining operational timeframe.

AUTHORITY TO UNDERTAKE COMMUNITY REDEVELOPMENT

This document is prepared under the direction of the Cocoa Community Redevelopment Agency in accordance with the Community Redevelopment Act of 1969, F.S. 163, Part III. In recognition of the need to prevent and eliminate slum and blighted conditions within the community, the Community Redevelopment Act confers upon counties and municipalities the authority and powers to carry out "Community Redevelopment". For the purpose of this Cocoa CRA Redevelopment Plan, the following definition taken from the Florida Statutes shall apply:

"Community Redevelopment" or "Redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such plan."

THE COCOA CRA FINDINGS OF NECESSITY

Pursuant to Florida Statutes, a community redevelopment area must be a slum area, a blighted area, or an area in which there is a shortage of housing that is affordable to residents of low or moderate income, including the elderly. On July 8, 1980, the City adopted a Resolution determining a Necessity for Redevelopment of Blighted Areas. On April 14, 1981, after preparing a Blight Study, the City adopted a Resolution establishing a redevelopment area based on certain findings of necessity pursuant to Section 163.355, Florida Statutes.

The findings of necessity states that the City of Cocoa shall not exercise the community redevelopment authority conferred by this part until after the City has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s. 163.340(7) or (8). The resolution must state that:

One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and
The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

The redevelopment boundaries were delineated as the area encompassing those properties that were found to qualify as slum and blighted.

CREATION OF THE COMMUNITY REDEVELOPMENT AGENCY

Upon a "Finding of Necessity" by the governing body and upon further finding that there is a need for a Community Redevelopment Agency to function in the county or municipality to carry out community redevelopment purposes, any county or municipality may create a public body corporate and politic to be known as "Community Redevelopment Agency". The agency shall be constituted as a public instrumentality, and the exercise by the agency of the powers conferred by F.S. Chapter 163, Part III shall be deemed and held to be the performance of an essential public function.
The City of Cocoa Council established the Community Redevelopment Agency on April 14, 1981, with the adoption of Ordinance No. 10-81. The organizational structure of the agency was established at that time. Pursuant to resolution of the City Council dated December 10, 1985 and April 22, 1986 and Section 163.357, Florida Statutes, the original governing board structure changed composition. The current board consists of the five (5) council persons plus two (2) additional members who are appointed by the City Council.

THE COCOA CRA REDEVELOPMENT PLAN

All public redevelopment activities expressly authored by the Community Redevelopment Act and funded by tax increment financing, must be in accordance with a redevelopment plan, which has been approved by the City Council. Like the City's Comprehensive Plan, the Cocoa CRA Redevelopment Plan is an evolving document, which must be evaluated and amended on a regular basis to accurately reflect changing conditions and community objectives. This updated Cocoa CRA Redevelopment Plan is intended establish action priorities of the plan based upon a new set of priorities. These priorities were established by necessity, in the case of the negative impacts of Hurricane Irma, and by a comprehensive public strategic planning process conducted by the CRA and the City at which a substantially amount of input and ideas were provided by City citizens, businesses, property owners and other stakeholders in the redevelopment area.

- ***North: School Street***
- ***South: Rosa L. Jones Drive***
- ***East: Florida East Coast Railroad***
- ***West: Pineda Street***

PREVIOUS PLANS AND STUDIES

The previous Diamond Square Community Redevelopment Plan was developed in 2014 and identified five key themes that drove the plan's vision: Community Living, Community Places, Community Connections, Community Identity, and Community Opportunity. The findings of this plan were evaluated and considered during the analysis and public input phases of this Plan update. The five key themes have been preserved as the framework for the Diamond Square CRA Plan update.

The Resilient Cocoa Plan, developed in 2020 by the East Central Florida Regional Planning Council for the City of Cocoa, addresses resiliency concerns like storm surge, flooding, and sea level rise. It includes a vulnerability assessment, public engagement to identify community priorities, an Economic Impact Analysis using the REMI PI+ model to compare the costs of mitigation versus inaction, and an Action Plan based on these findings. Public input emphasized the need to improve stormwater infrastructure, protect businesses, and address flooding. The Action Plan outlines tasks across four areas—Leadership and Strategy, Economic and Society, Infrastructure and Environment, and Health and Well-Being—each assigned to a specific City Department.

Resiliency in Diamond Square is crucial for sustaining its community and infrastructure in the face of natural disaster challenges. During the Plan update process, several goals were carefully considered to ensure alignment with the Resilient Cocoa Plan. These goals included enhancing the area's ability to withstand economic and environmental pressures, fostering community engagement, and promoting sustainable development practices. By integrating these objectives, the updated plan supports long-term resilience, ensuring that Diamond Square can adapt and thrive amidst changing conditions.

Key Findings affecting Diamond Square CRA:



Segments of Rosa L. Jones Dr. and surrounding residential areas within FEMA designated flood zones



Southeast corner of the Diamond Square CRA is a Flood-prone area.

Goals and Objectives of the Resilient Cocoa Plan

GOAL #1 ***Leadership & Strategy***
Promote leadership, education, and empowerment to foster resiliency

- Incorporate resiliency into local plans, policies and objectives.
- Plan fiscally to implement resilient and sustainable solutions to long term impacts.
- Implement strategies to promote adaptive measures that keep people and property safe.
- Engage and educate private sector stakeholders, elected officials, and others about ways to increase community resiliency.

GOAL #2 ***Economic & Society***
Provide opportunities to foster economic prosperity and social equity

- Protect high value assets from natural hazards.
- Educate businesses about access to funding and financial services related to resiliency.
- Facilitate and support the efficient recovery of business operations after an event.
- Improve social inclusion in decision making processes.

GOAL #3 ***Infrastructure & Environment***
Encourage responsible development and infrastructure solutions

- Improve water quality in surface water bodies.
- Incorporate resiliency into local plans, policies and objectives.
- Preserve and adapt the built environment to keep people and property safe.
- Improve community mobility while improving vulnerable transportation infrastructure.

GOAL #4 ***Health & Well Being***
Facilitate opportunities to improve community and environmental health

- Improve the capacity of the City to better respond to hazard events.
- Improve capacity of medical facility operations to prepare for and recover from hazards.
- Promote sustainable practices in government-owned facilities.
- Engage residents and business owners with locally relevant information.
- Improve access to resources for the homeless, special needs, elderly and poor.

PUBLIC ENGAGEMENT

As part of the Community Redevelopment Plan update two key public engagement events were held to gather community feedback and inform the next steps in the redevelopment process. The first event was an Open House, held on September 25, 2024, at the Dr. Dr. Joe Lee Smith Community Center. The purpose of this first event was to introduce the community to the Diamond Square Community Redevelopment Plan update. The event aimed to engage residents, business owners, CRA Board members, and local stakeholders in discussions about the project's scope and gather early input on the community's priorities and vision. The event was attended by approximately 15-20 people, including representatives from the Inspire and City of Cocoa project teams. The event was promoted through various outreach methods, including the City's calendar, social media, newsletters, and mailed postcards, both in English and Spanish.

During the Open House, several boards were presented to gather input from attendees. A PowerPoint presentation provided an overview of the CRA and Tax Increment Financing (TIF). A series of interactive boards prompted participants to share their thoughts on topics such as where they live, work, and play, what they'd like to see in the CRA, and their preferences for placemaking features. The CRA Prioritization board helped participants rank the areas they felt the redevelopment efforts should prioritize, and the Placemaking board explored preferred elements of public spaces, like parks, transit improvements, and public art.

Input from the Open House emphasized a desire for improved placemaking, safer street design, and more diverse housing options to fill the gap in missing middle housing, offering alternatives between single-family homes and large apartment buildings. There was also strong support for the revitalization of public spaces, including parks and recreational areas, and a desire for improved commercial options, such as a grocery store. The prioritization of infill development was noted, as well as a need for better stormwater infrastructure and resilience measures to combat flooding. The Placemaking board at the Open House revealed a strong preference for public transit improvements, pocket parks, and enhanced landscaping, among other features, to foster a more vibrant community. Feedback also highlighted the need for more local businesses, a focus on crime prevention, and the importance of neighborhood programs.

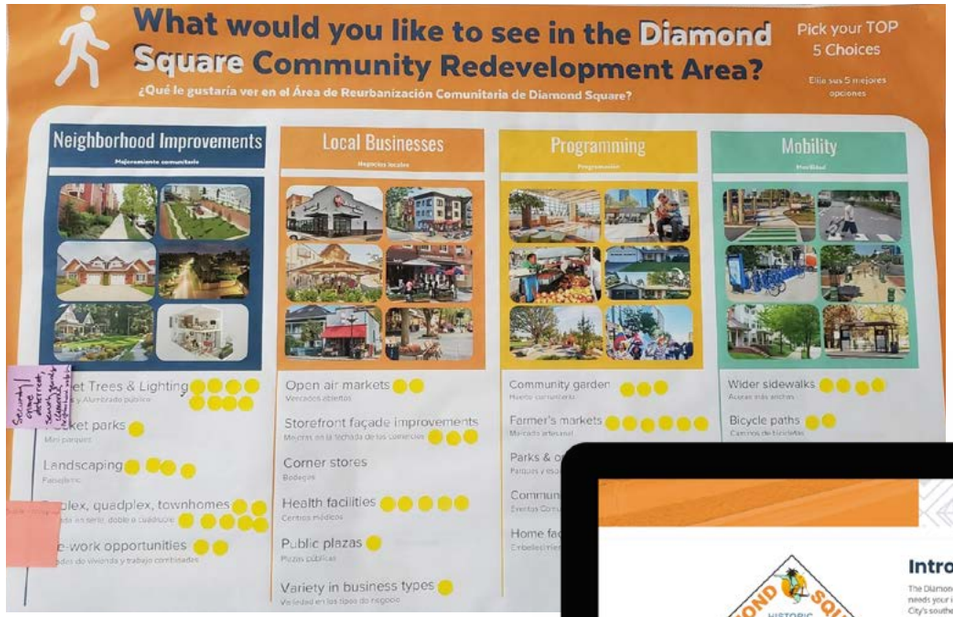
A follow-up Workshop was held on November 6, 2024, at the Harry T. Moore Center in the heart of Diamond Square. This workshop focused on presenting the findings from the previous public engagement and aligning resources with the identified priorities while focusing on specific challenges and opportunities in the CRA. The workshop had around eight (8) attendees, including residents, business owners, CRA Board members, and the project teams. At the Workshop, more focused discussions took place based on the results of the Open House, where attendees engaged with a "Focus Areas Map" and "Focus Areas Budget Exercise." These activities helped to refine priorities by allocating funding to specific projects across six focus areas: Public Spaces, Housing, Transportation/Mobility, Infrastructure & Resilience, Redevelopment/Infill Development, and Neighborhood Health & Safety.





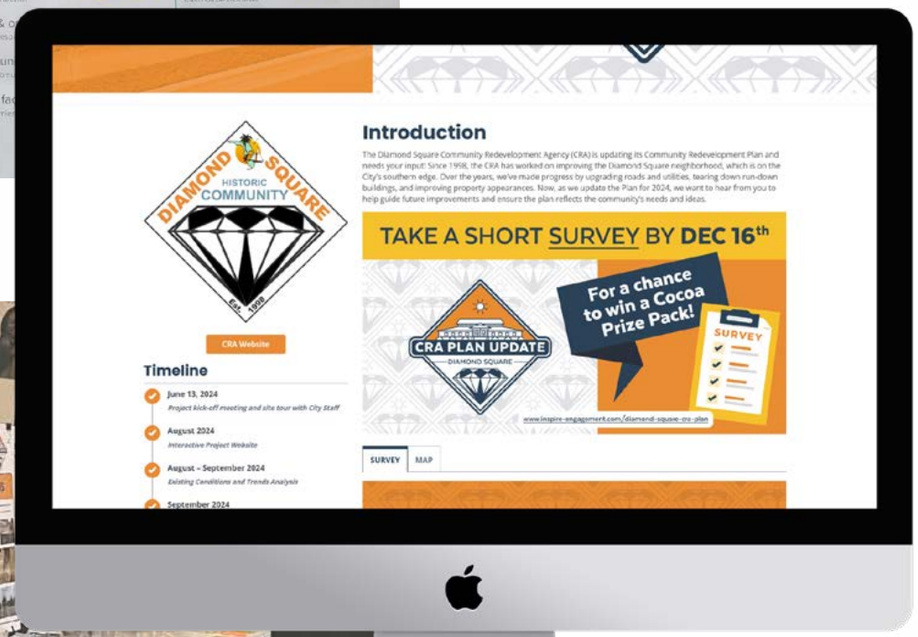
Interviews were conducted with key stakeholders who provided feedback on neighborhood improvements, local businesses, mobility, and programming needs. Stakeholders emphasized several priorities, including the need for affordable housing, safer streets, and more public spaces. There was a strong desire for a variety of housing types to cater to different income levels and age groups. Stakeholders also voiced concerns about crime and loitering, calling for implementation of Crime Prevention Through Environmental Design (CPTED) measures to improve safety. The desire for more local businesses, especially health facilities and restaurants, was also emphasized, alongside the need for a more inviting public realm and community programming.

Overall, the public engagement efforts revealed a clear and shared vision among residents and stakeholders for the future of the Diamond Square CRA. The community seeks a more vibrant, safe, and inclusive neighborhood with a variety of housing options, enhanced public spaces, stronger economic opportunities, and better transportation options. With continued targeted investments and improved communication, stakeholders are optimistic that these priorities can help restore the CRA to its former vibrancy and potential.



ENGAGEMENT BOARD RESULTS





PROJECT WEBSITE



02

THE VISION

GUIDING PRINCIPLES

The vision for Diamond Square is to create a vibrant, safe, and sustainable community that reflects the aspirations of its residents. The previous Plan update identified six key transformational initiatives for Diamond Square. These include enhancing streetscapes and pedestrian connectivity, fostering partnerships with housing developers, creating neighborhood gateways, assessing the feasibility of new community-based activity centers, bolstering support for community organizations and educational institutions, and establishing a diverse community-based committee to coordinate activities and strengthen non-profit capacities. These initiatives served as foundational elements supported by various incremental actions. Each initiative aligns with one or more strategic framework categories: *Community Living, Community Places, Community Connections, Community Identity, and Community Opportunity.*

This framework is informed by a collaborative process of public engagement, which reaffirms and identifies key priorities and concerns. The goals outlined below focus on enhancing public spaces, providing housing options, improving mobility, strengthening resilience, supporting redevelopment, and ensuring neighborhood health and safety. The outcomes and action steps provided for each goal aim to create tangible, measurable improvements over time.

COMMUNITY LIVING

Improve the quality, aesthetics, and availability of housing in Diamond Square to increase homeownership, increase property values, and attract investment from housing developers. Additionally, prioritize the development of affordable and diverse housing options that meet the needs of all income levels.

COMMUNITY PLACES

Enhance the parks and public spaces of Diamond Square in the CRA to create safe, inclusive, vibrant areas for leisure and community gatherings through more consistent maintenance, upgraded amenities, and meaningful programming. Foster partnerships with local businesses and organizations to support the neighborhood's shared vision.

COMMUNITY CONNECTIONS

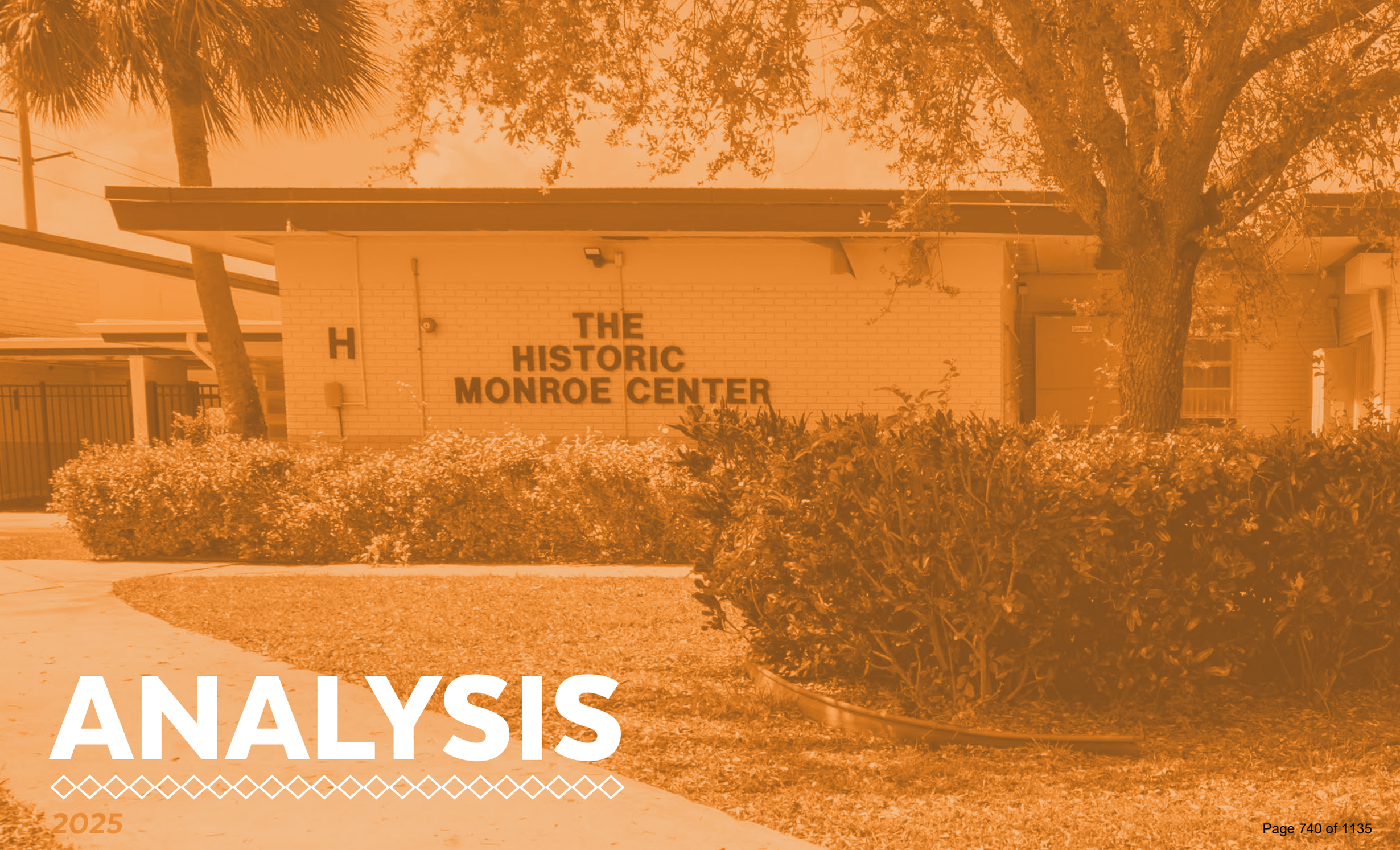
Enhance mobility in the Diamond Square neighborhood by implementing consistent, incremental improvements to alternative transportation options such as public transit and walkability. This includes upgrading pedestrian and cyclist infrastructure, expanding bus services, and implementing Complete Streets projects to foster a culture of active mobility and ensure access to safe, efficient transportation for all residents.

COMMUNITY IDENTITY

Strengthen the community identity of Diamond Square by celebrating its rich history and culture, while fostering a safer, healthier environment for all residents. This includes enhancing security, promoting wellness and healthcare access, and supporting social services that uplift vulnerable populations, ultimately strengthening community cohesion and resilience.

COMMUNITY OPPORTUNITY

Foster economic growth in Diamond Square by revitalizing vacant and underutilized properties, creating a vibrant commercial district that attracts diverse businesses and amenities. This includes supporting property improvements, enhancing the aesthetic appeal of commercial corridors, and providing job training and development opportunities to ensure sustainable economic prosperity for residents.



ANALYSIS

2025



DRAFT

02

CRA PLAN UPDATE

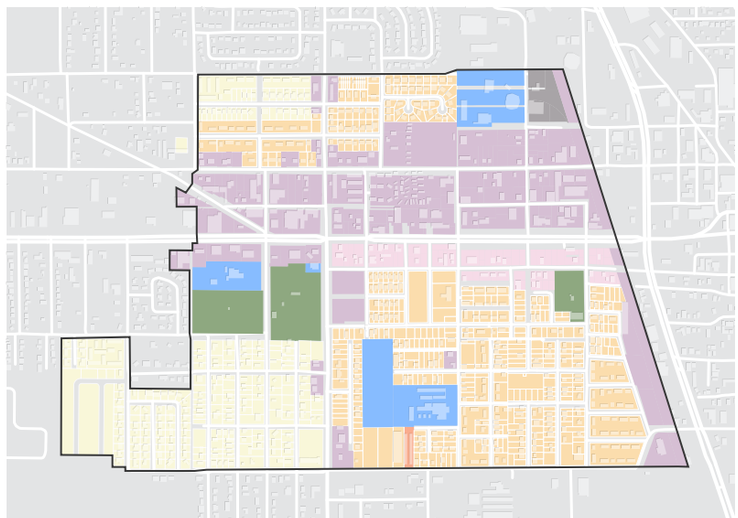
DIAMOND SQUARE

02

EXISTING CONDITIONS

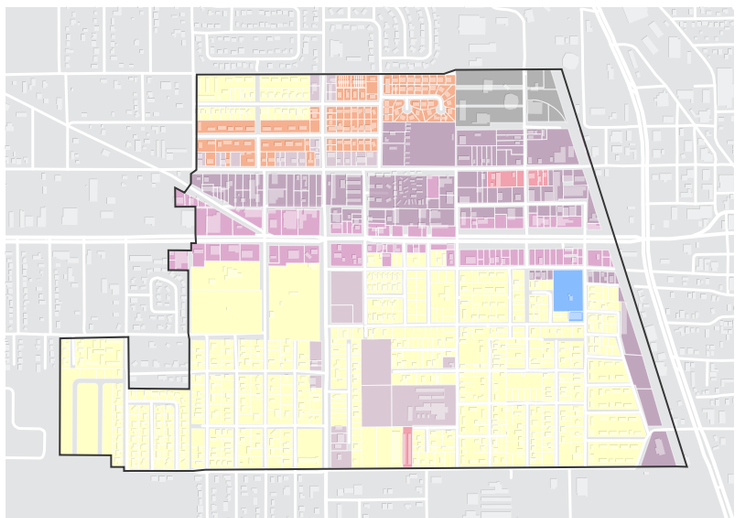
The Diamond Square Community Redevelopment Area (CRA) covers 430.9 acres along the southern edge of Cocoa, Florida, and is characterized by a mix of residential (54%), commercial (25%), and ancillary land uses such as institutional and parks. Current zoning allows for an increase in residential (67%) and commercial (34%) development, which can support the area's potential for revitalization. The CRA is well-connected by major roadways like Cocoa Boulevard, King Street, and Fiske Boulevard, although dead-end streets limit internal connectivity. Public transit is readily accessible, with 19 bus stops throughout the CRA, most within a ¼-mile walking distance. However, the area's bicycle facilities, located along key streets, lack protection and present safety concerns, which is important to address as the community grows and alternative transportation options increase in popularity.

Demographically, the Diamond Square CRA has a population of 2,313 with a median age of 37.3 years. The community is predominantly Black (51.6%), followed by Hispanic residents (27.2%). The median household income of $48,305 is lower than the county average, and over half of the population works in service industries. Housing in the area is predominantly rental (over 50%), with many single-family homes built between 1940 and 1969. The housing stock is aging, and approximately 14% of the units are vacant, presenting opportunities for redevelopment or rehabilitation of housing.



Future Land Use map for Diamond Square CRA

- Low Density Residential
- Medium Density Dwelling
- Industrial
- Institutional
- Recreation + Open Space
- Commercial
- Mixed-Use
- Neighborhood Commercial



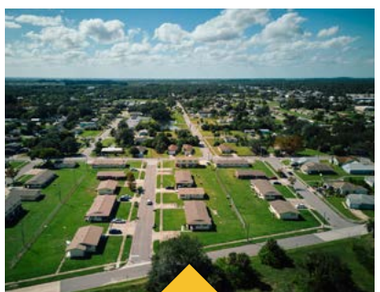
Zoning map for Diamond Square CRA

- Single Family Residential
- Multi-Family Residential
- Industrial
- Institutional
- Neighborhood Commercial
- General Commercial
- Wholesale Commercial
- Professional Services

ANALYSIS APPROACH

The vision for the Diamond Square CRA is to create a vibrant, safe, and resilient community that reflects the aspirations of its residents. This vision can only be accomplished through steadfast efforts towards goals and priorities identified by the community. The previous Plan update identified five framework themes to support the vision: ***Community Living, Community Places, Community Connections, Community Identity,*** and ***Community Opportunity***.

This Plan update evaluates the current conditions of the CRA based on the ***five strategic framework categories***, while also reviewing previous plans and approaches to revitalizing the area. These strategic focus areas guided the development of qualitative and quantitative criteria to better understand the area's strengths and opportunities for the CRA in the coming years.



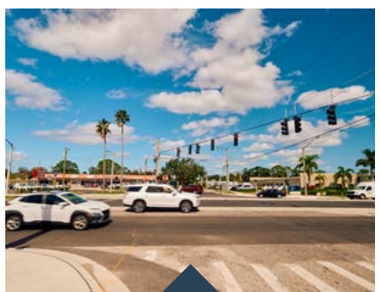
COMMUNITY LIVING

- Housing variety
- Owner vs renter diversity
- Building form and Approachability
- Proximity to destinations
- Vacant vs occupied homes
- Living density
- Unique character/identity
- Homes with porch spaces



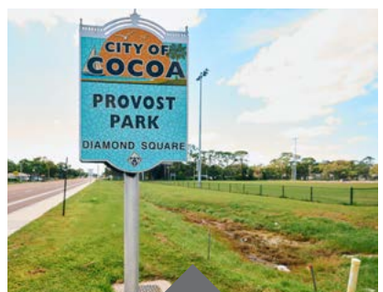
COMMUNITY PLACES

- Proximity to Parks
- Variety of active recreation
- Access to healthcare centers
- Access to civic spaces
- Availability of services
- Lifelong learning centers
- Inclusive public spaces
- Spaces to gather



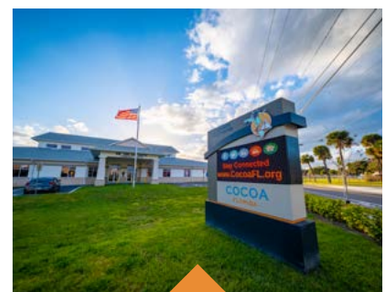
COMMUNITY CONNECTIONS

- Grid street layout
- Street connections
- Connection to surroundings
- Engaging and visible blocks
- Residential connectivity through sidewalks
- Pedestrian network
- Bike network
- Public transit - access and quality
- Micromobility Infrastructure
- Lighting
- Prevent accidents



COMMUNITY IDENTITY

- Art visibility from the street and publicly accessible
- Streets have an identifiable character
- Low impact infrastructure



COMMUNITY OPPORTUNITY

- Retail and commercial diversity
- Supporting programs for economic growth
- Local employment opportunitites
- Professional businesses

COMMUNITY LIVING

The Diamond Square CRA is primarily low-density residential. The area is predominantly zoned for single-family homes (52%) and medium-density residential (45%). There is approximately 63 acres of vacant land within the CRA, equating to 19% of the land area. However, there is a need for greater housing diversity to meet the demand of various income levels.

The area's future land use plan envisions a more diverse housing mix, including medium density and some mixed-use, alongside significant commercial space (29%) to foster economic development and job opportunities. This shift could encourage higher-density, walkable, and connected neighborhoods, with potential for live-work units, duplexes, triplexes, and townhomes to reflect the needs of a modern urban population.

In terms of housing affordability, the median household income in the Diamond Square area is $48,305, which is significantly lower than the countywide average of $75,817, underscoring the need for affordable housing options. The CRA area has a high renter-occupancy rate of 56%, also starkly contrasting with that of the countywide average of 24.5%. Approximately 14% of existing homes within the CRA are vacant, which may indicate a possible opportunity for increasing homeownership efforts.



Some mobile homes lack accessible connections



Shared spaces such as this multifamily complex are opportunities for enhanced green spaces



There are a high number of vacant parcels within the residential areas



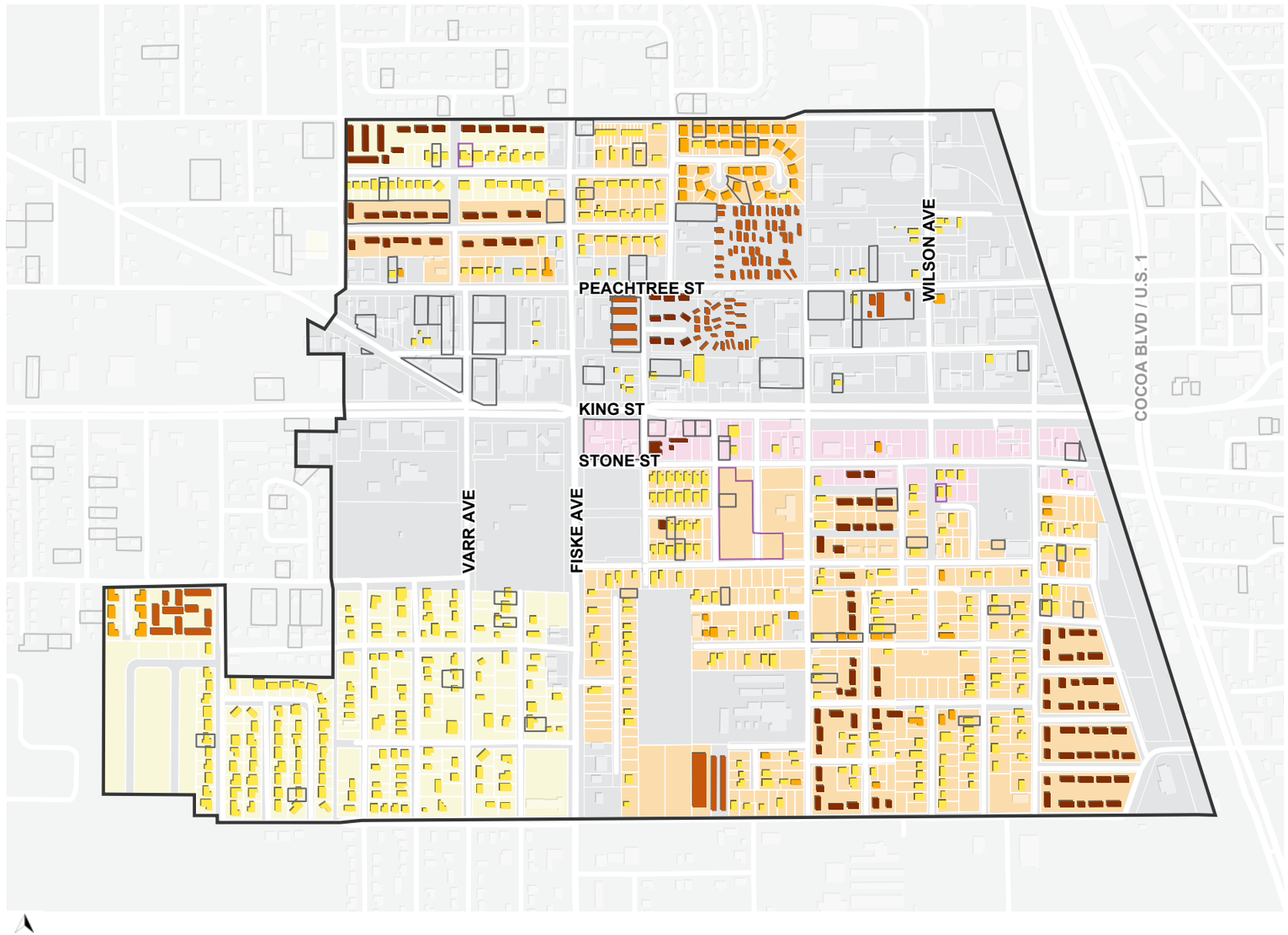
Some preserved homes reveal the eclectic residential character of this area

As redevelopment in the CRA occurs, it is important to encourage more varied, dense, and affordable housing types while still preserving the character and history of the neighborhood. In the near term, targeted projects to improve residential facades, landscaping on both private and public properties, along with housing assistance and initiatives for enhanced connectivity and economic development, will support the neighborhood's revitalization.

COMMUNITY LIVING

LEGEND Scale 1: 8,000

- Subsidized Housing
- High Density Dwelling
- Multiple Family Dwelling
- Single Family Dwelling
- Vacant Parcel
- Planning Petition
- FLU - Low Density Residential
- FLU - Medium Density Residential
- FLU - Mixed-Use



COMMUNITY PLACES

Public spaces and resources that support residents are key to creating a livable community. Mostly residential, everyday destinations play a critical role in shaping the daily lives of residents. While the neighborhood does have access to essential services like a grocery store, daycares, and green space they are limited in quality and options. Access to healthcare facilities is limited, with the nearest medical center being located well outside the CRA boundaries .

Community facilities, including the Emma Jewel Charter Academy, the Leon and Jewel Collins Museum of African American History and Culture benefit residents, however more is needed to meet the diversity and demand of the residents.

Additionally, although there are parks within walking distance for some residents, recreational spaces are largely absent from the northwest and southern parts of the CRA, highlighting a need for additional green spaces.

Opportunities to expand access to quality community resources—such as food access and essential services—will strengthen the overall quality of life in the CRA and foster a sense of pride and belonging among residents.



Gilmore Community park can benefit from updated play and increased program on site (example: address the user-experience of exposure to direct sunlight within the park).



Dr. Joe Lee Smith Community Center provides the local resources and information for the neighborhood area.



Provost Park provides opportunities to gather for outdoor activities and sports.



The Thomas Cole green space adjacent to St. John Church of God in Christ could benefit the community by making it more legible as public open space with site furnishings.

COMMUNITY PLACES

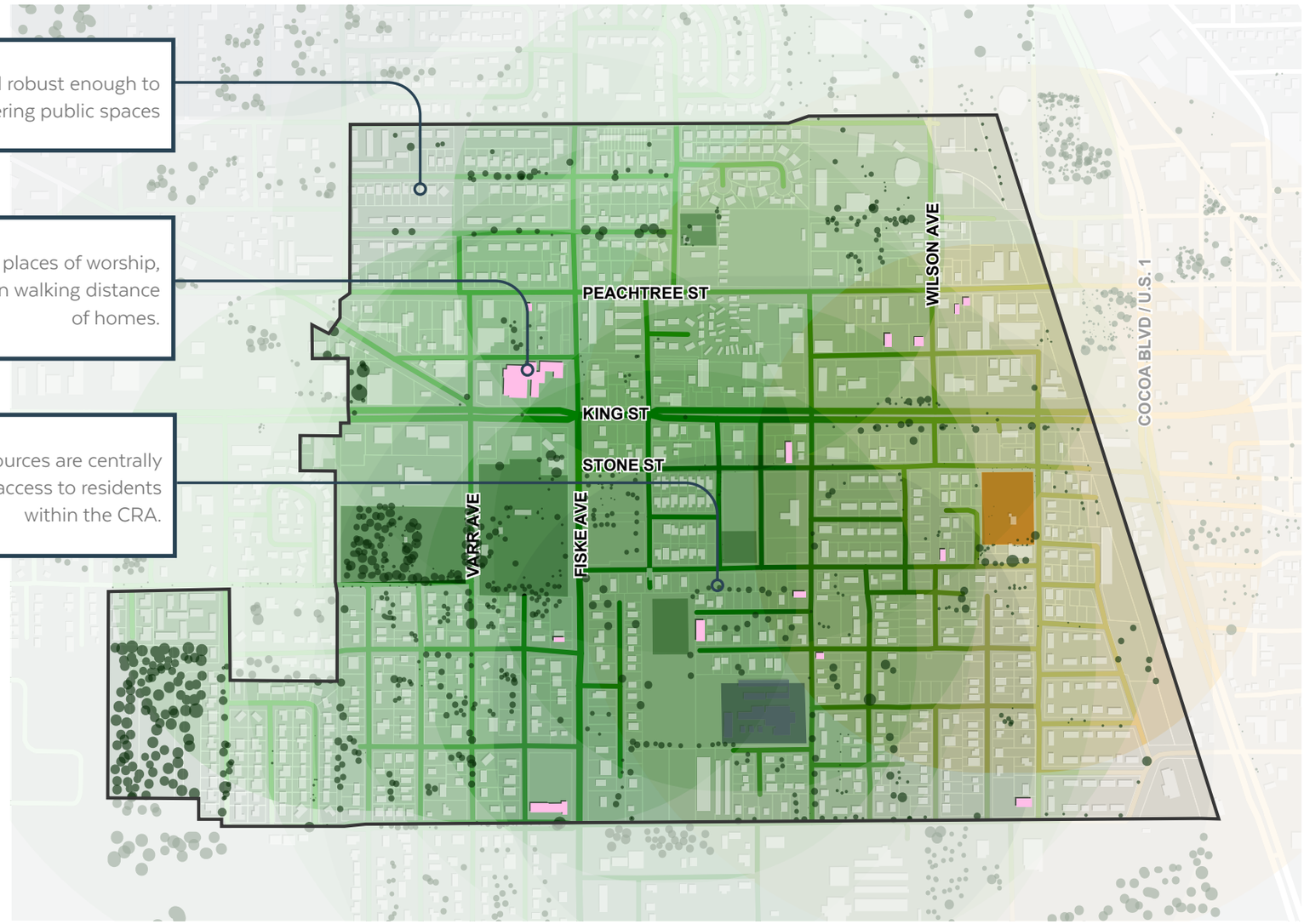
LEGEND Scale 1: 8,000

- Greenspace
- 5 minute walk from greenspace
- 10 minute walk from greenspace
- Dr. Dr. Joe Lee Smith Community Center
- 5 minute walk from Community Center
- 10 minute walk from Community Center
- School
- Place of Worship

Tree canopy is not constant and robust enough to provide more shaded gathering public spaces

The CRA benefits from places of worship, especially within walking distance of homes.

Many of the community resources are centrally located, providing walkable access to residents within the CRA.



COMMUNITY CONNECTIONS

Transportation is foundational in shaping the livability of an area. While the neighborhood benefits from access to major roadways like Cocoa Boulevard, King Street, and Fiske Boulevard, the overall transportation infrastructure presents both opportunities and challenges. Most of the streets within the CRA are two-lane neighborhood roads, and many have poorly maintained sidewalks or no sidewalks at all. These gaps in pedestrian infrastructure make it difficult for residents, especially those without access to a car – particularly the elderly – to navigate the area safely and efficiently. While there are noticeable gaps in sidewalk infrastructure, the CRA does contain 19 bus stops served by the Space Coast Area Transit. Most of these are within a ¼-mile walking distance of residents.

The area is generally absent of bike lanes, including on major roadways like King Street, Peachtree Street, and Fiske Boulevard. This is a particular safety concern for cyclists with posted traffic speeds of up to 40 miles per hour. Given the economic characteristics of the community, cycling is more likely used for transportation rather than recreation. Presumably, many cyclists are also using these roadways during the dark of early morning and evening hours, further increasing safety risk.

As the neighborhood looks toward future redevelopment, improving transportation infrastructure for pedestrians, cyclists, and transit riders, should be a priority. Additionally, expanding public transportation options and improving the overall road network will ensure residents have reliable access to key destinations within the neighborhood and beyond.



Cycling is a commonly observed mode of transportation in the neighborhood, and streets need to be adaptable to provide safe bicycle connections



FDOT shared bike lanes on Peachtree Street enhance multi-modal accessibility across U.S. 1 to the Historic Cocoa Village



FDOT is planning pedestrian crossing improvements for Fiske Blvd to safely connect pedestrians to public open spaces

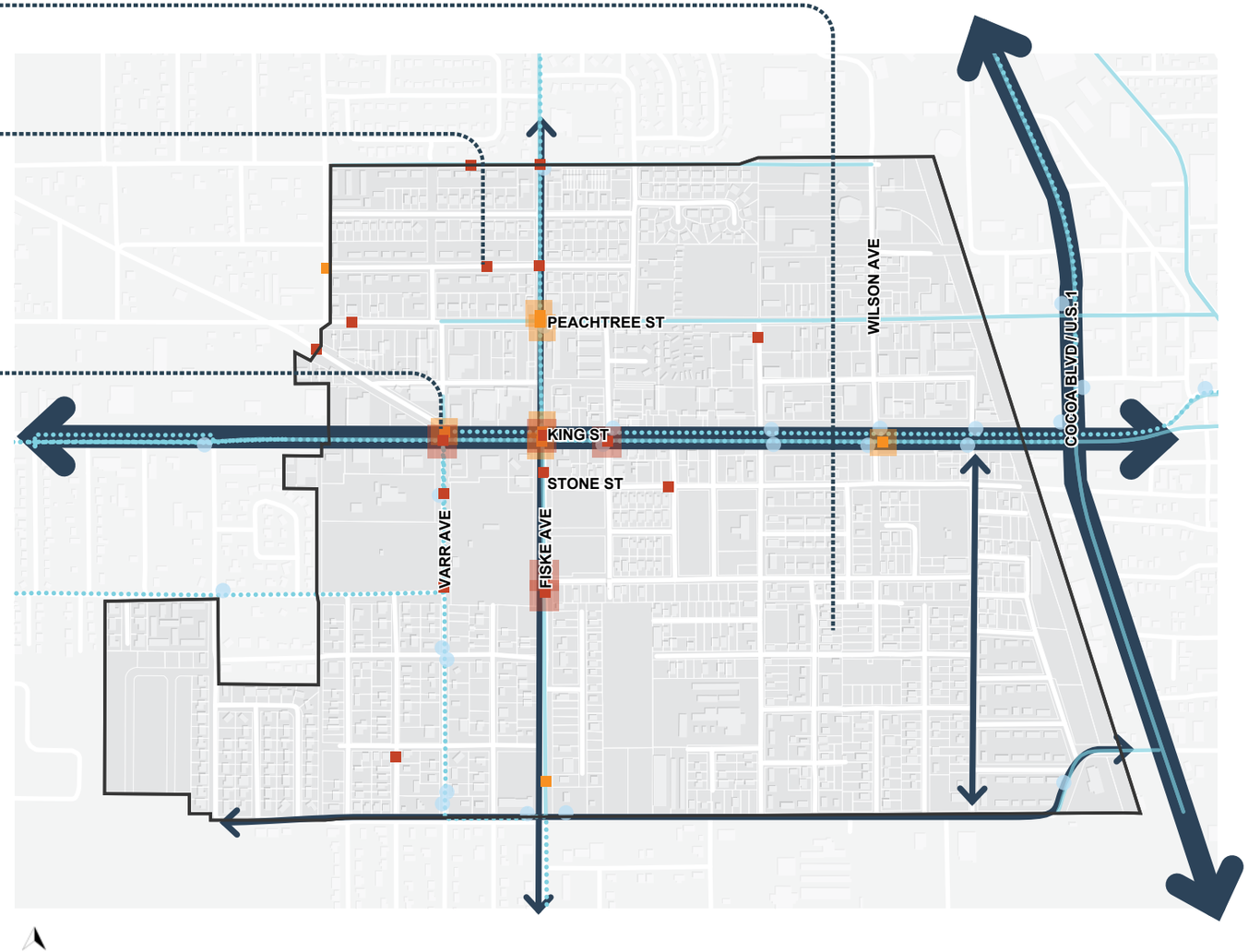


Bus stops are providing seating needs, with an opportunity to enhance stops with shelters

The grid street layout helps pedestrians and cyclists to navigate the neighborhood easier

Pedestrian crashes still occur within smaller streets signifying a need to assess the safety and needs of pedestrians along these areas

According to FDOT collision data, pedestrian and bicyclist crashes are more common at the major intersections



CONNECTIVITY

LEGEND Scale 1: 8,000

- Primary
- Secondary
- Bus Routes
- Bus Stop
- Pedestrian Crashes
- Bicyclist Crashes

COMMUNITY OPPORTUNITIES

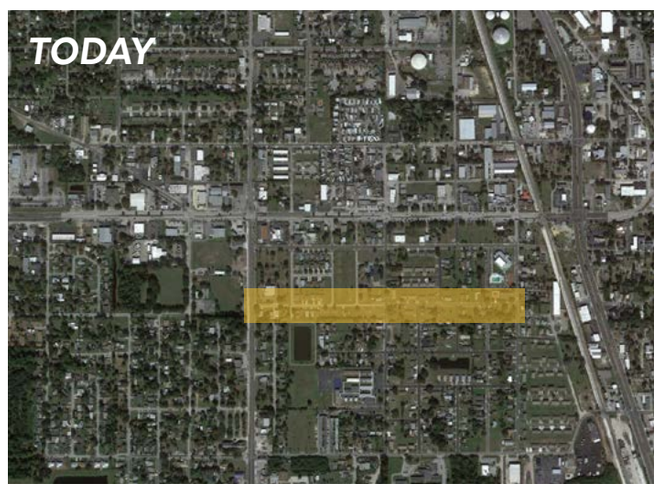
Economic development is essential to the long-term revitalization of the CRA. While the neighborhood is home to a mix of residential, limited commercial, and institutional uses, there is significant potential to enhance the local economy by expanding opportunities for residents and businesses. The CRA's proximity to key roadways including Cocoa Boulevard, King Street, and Fiske Boulevard create an opportunity for increasing commercial activity if aging commercial properties were revitalized or new commercial uses were built.

Accompanying this would include a range of commercial spaces and sizes, particularly along King Street (SR 520) which could support a variety of business types, including smaller spaces for local entrepreneurs to better serve the community. Expanding retail, service, and professional businesses could also provide local employment opportunities for residents, particularly in sectors like retail, healthcare, and services, where the area shows potential for growth.

Furthermore, integrating mixed-use development could stimulate greater economic activity by pairing both business and resident growth. This would promote greater business vibrancy, expand the tax base and provide for stable and vital additional job opportunities

Encouraging commercial and mixed-use development within CRA will require a holistic approach, balancing the needs of existing residents with opportunities for new businesses and residents. By doing this and strengthening local businesses, improving commercial infrastructure, and supporting workforce development, Diamond Square can become a more dynamic and economically sustainable neighborhood.



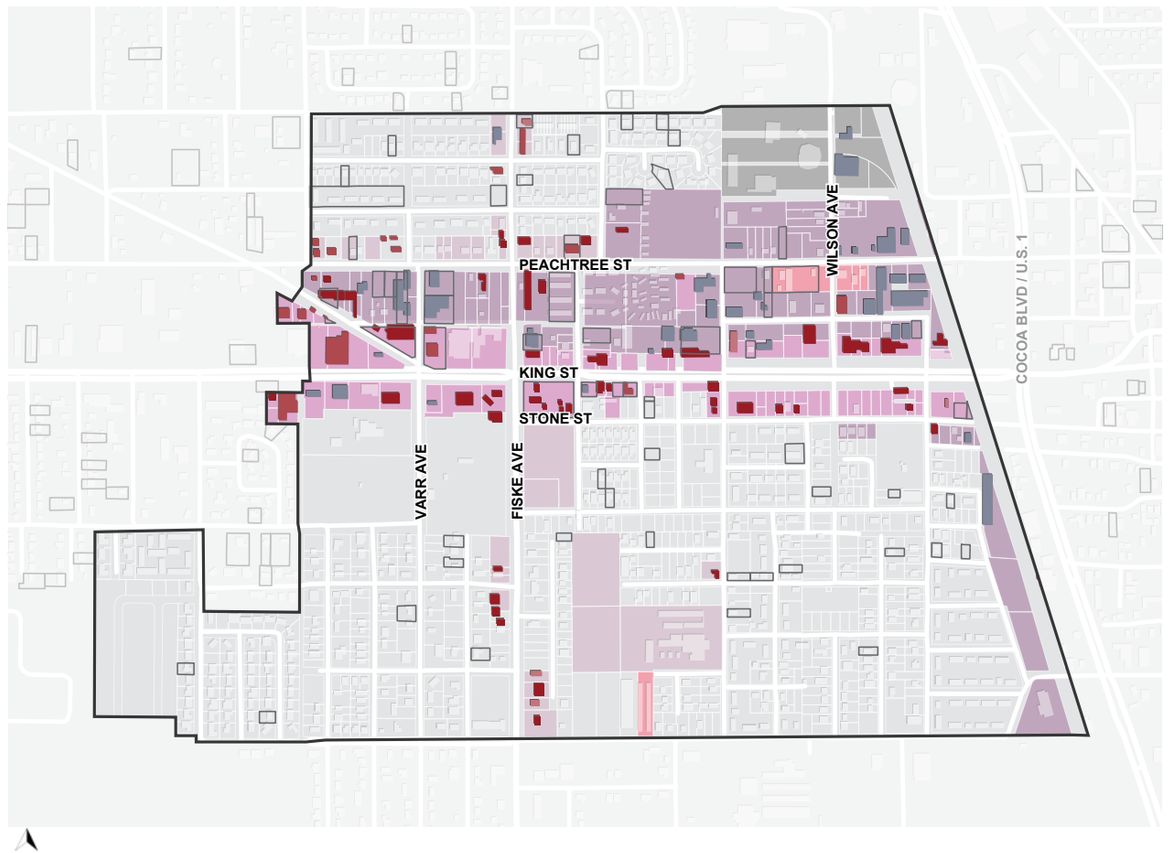




Current commercial zones in Diamond Square are low density; opportunity to expand retail and employment opportunities by increasing the density and uses with commercial retail

LEGEND Scale 1: 8,000

- P-S Professional Services
- C-W Wholesale Commercial
- C-G General Commercial
- C-N Neighborhood Commercial
- Vacant Parcels
- Retail Footprints
- Warehousing Footprints

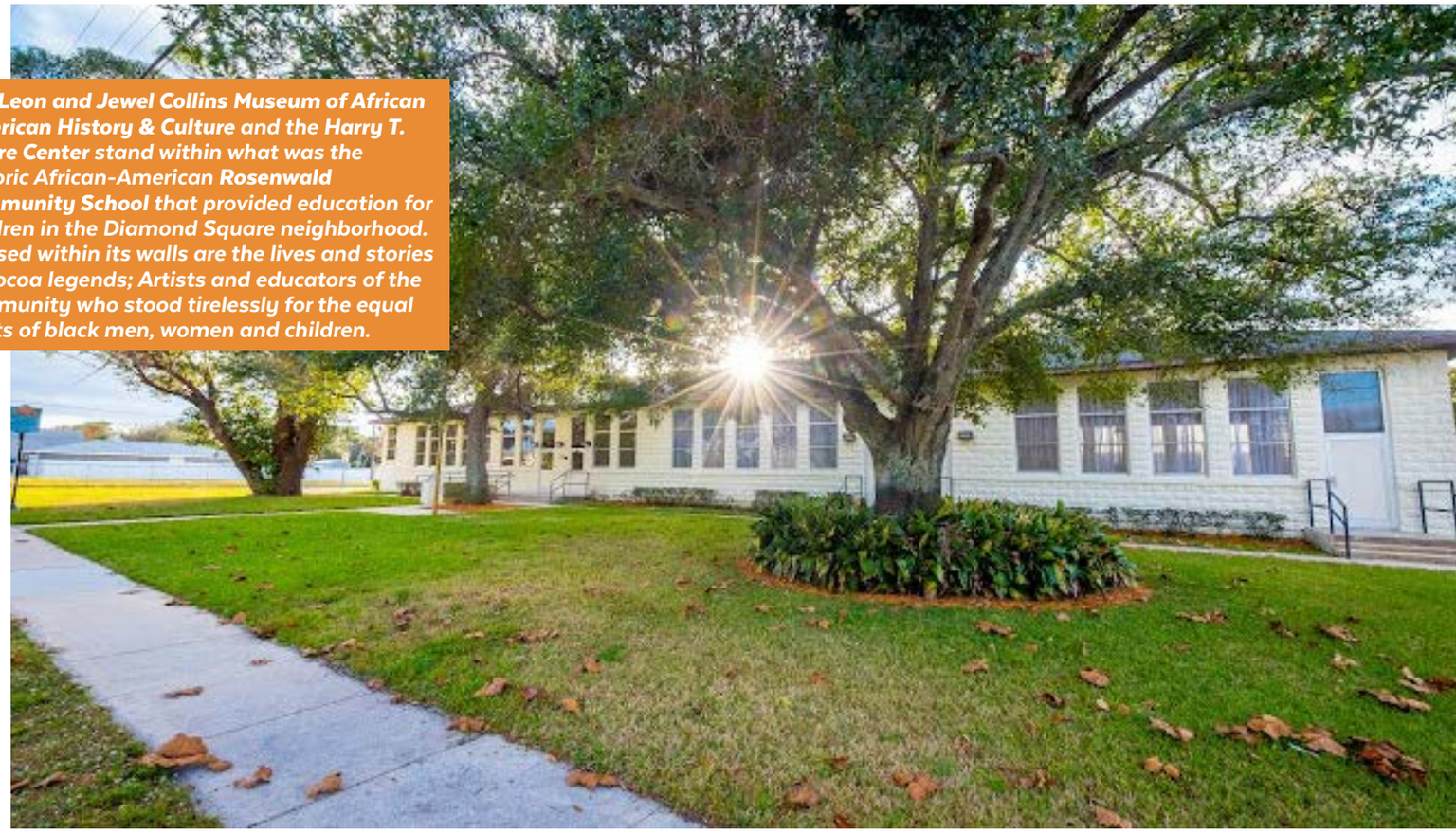


COMMUNITY IDENTITY

The CRA is a neighborhood steeped in cultural richness and historical significance, forming the heart of Cocoa's African American heritage. The men and women that shaped the civil rights and activist culture in Cocoa's history are honored and remembered in the Leon and Jewel Collins Museum of African American History and Culture at the Harry T. Moore Center.

Residents take great pride in their neighborhood, with a strong sense of belonging and connection to the area's cultural heritage. This pride is reflected in the community's ongoing preservation of its history and traditions, as well as in its resilience in the face of challenges. The area is home to numerous community resources, such as local parks, small businesses, and institutions that serve the diverse needs of the population. These resources, though valuable, would benefit from further investment and enhancement to better serve its residents.

Opportunities for improving community identity and pride could be enhanced with cohesive wayfinding, signage, and gateway features. The addition of these features, and things like historical markers or public art, particularly along prominent gateways to the CRA, would help reinforce the neighborhood's identity.



The Leon and Jewel Collins Museum of African American History & Culture and the Harry T. Moore Center stand within what was the historic African-American Rosenwald Community School that provided education for children in the Diamond Square neighborhood. Housed within its walls are the lives and stories of Cocoa legends; Artists and educators of the community who stood tirelessly for the equal rights of black men, women and children.



Rosa Lee Jones, "Cocoa's Royal Queen"

Rosa L. Jones was a pioneering educator, civil rights activist, and journalist. In the 1960's Rosa founded the Rosebud Kindergarten and Child Care Center, becoming the first African American woman to own and operate a licensed kindergarten and day care center. She co-founded Brevard County's first NAACP chapter in 1934, worked alongside Harry T. Moore to fight for racial equality and equal pay in education, and used her voice to uplift and inform Cocoa's African American community through The Script and The Brevard newspapers and the WKKO-AM "The Gab Bag" radio segment. Her lifelong dedication to education, justice, and community empowerment left a lasting legacy in Cocoa and the Diamond Square community.



Harry T. Moore

Harry T. Moore was a dedicated educator and early civil rights leader who founded, and became President of the Brevard Chapter of NAACP and led statewide efforts to register Black voters, successfully enrolling over 100,000 people. He fought alongside John E. Gilbert for equal pay for Black teachers and justice for victims of racial violence through tireless advocacy and letter-writing. Moore and his wife Harriette were killed in a racially motivated bombing in 1951, making them the first martyrs of the modern civil rights movement.



Zora Neale Hurston

Zora Neale Hurston was a globally celebrated writer, folklorist, and anthropologist best known for her role in the Harlem Renaissance and her novel Their Eyes Were Watching God. While living in Cocoa in the 1950s, she worked as a librarian and remained deeply engaged in writing and journalism, contributing to newspapers and working on major projects, including her final manuscript, Herod the Great. Hurston found a deep sense of belonging in Brevard County—calling it "the one spot on earth" that felt like home—and her time in Cocoa marked a significant, though often overlooked, chapter in her life. Her work, rooted in African American experience and culture, resonated far beyond Florida, influencing generations of writers and scholars around the world.



Robert L. Lewis

R.L. Lewis, a native of Cocoa, is one of the 26 original Highwaymen artists and the only member of the group from Cocoa. Known for his vivid depictions of Florida's untouched landscapes, Lewis used art not just for beauty but as a means of economic survival and cultural expression during a time of racial segregation. Beyond his success as a painter recognized by the Florida Artists Hall of Fame, Lewis made a lasting impact locally as a dedicated art educator, teaching in Brevard County schools and colleges for over three decades and inspiring generations of young artists in the Cocoa community. His work, rooted in local experience, has become part of a broader national and international appreciation for the Highwaymen's portrayal of Florida's natural heritage.

John E. Gilbert

John E. Gilbert was a respected educator and civil rights advocate from Brevard County who played a pivotal role in the fight for equal pay for Black teachers in Florida. A colleague and close friend of Harry T. Moore, Gilbert bravely became the named plaintiff in the landmark lawsuit against the Brevard County School Board, knowing it would cost him his job. John Gilbert was a quiet but influential leader in his community, serving as Principal at the Cocoa Colored School and as an executive committee member of the Brevard Chapter of NAACP. His courage helped advance the cause of educational equity in the Deep South, leaving a legacy of sacrifice and resilience that continued to inspire well beyond his nearly century-long life.



Jewel & Leon Collins

Jewel Collins made history as the first African American woman elected to the Cocoa City Council, serving from 1999 to 2008, including time as Deputy Mayor. She was a strong advocate for the African American community, championing improved housing and community development through her work with the Diamond Square CRA. Beyond her public service, Collins has been a devoted volunteer, contributing her leadership and voice to local churches, recreation programs, and senior care centers, reflecting a lifelong commitment to service and uplift in Cocoa.

Leon Collins was the first African American man elected to the Cocoa City Council, serving from 1973 to 1983, including seven years as Vice Mayor. A steadfast advocate and skilled mediator, he championed the interests of Cocoa's African American community while empowering others to lead and uplift themselves. Known for his deep sense of conviction and community spirit, Collins also brought joy through music, performing as a jazz drummer both locally and abroad during his long career with Pan Am World Services.

More information about local historical figures can be found here: https://collinsmuseumcocoa.org/

The Strengths, Weaknesses, Opportunties, and Threats (SWOT) synthesize the key findings from each strategic category. We are able to understand what areas need attention, what's working well and brings visitors and residents. This is also where some of the larger opportunities for improvement start to stand out, and the threats that endanger future improvements and existing strengths for Diamond Square are identified.



SWOT ANALYSIS MAP

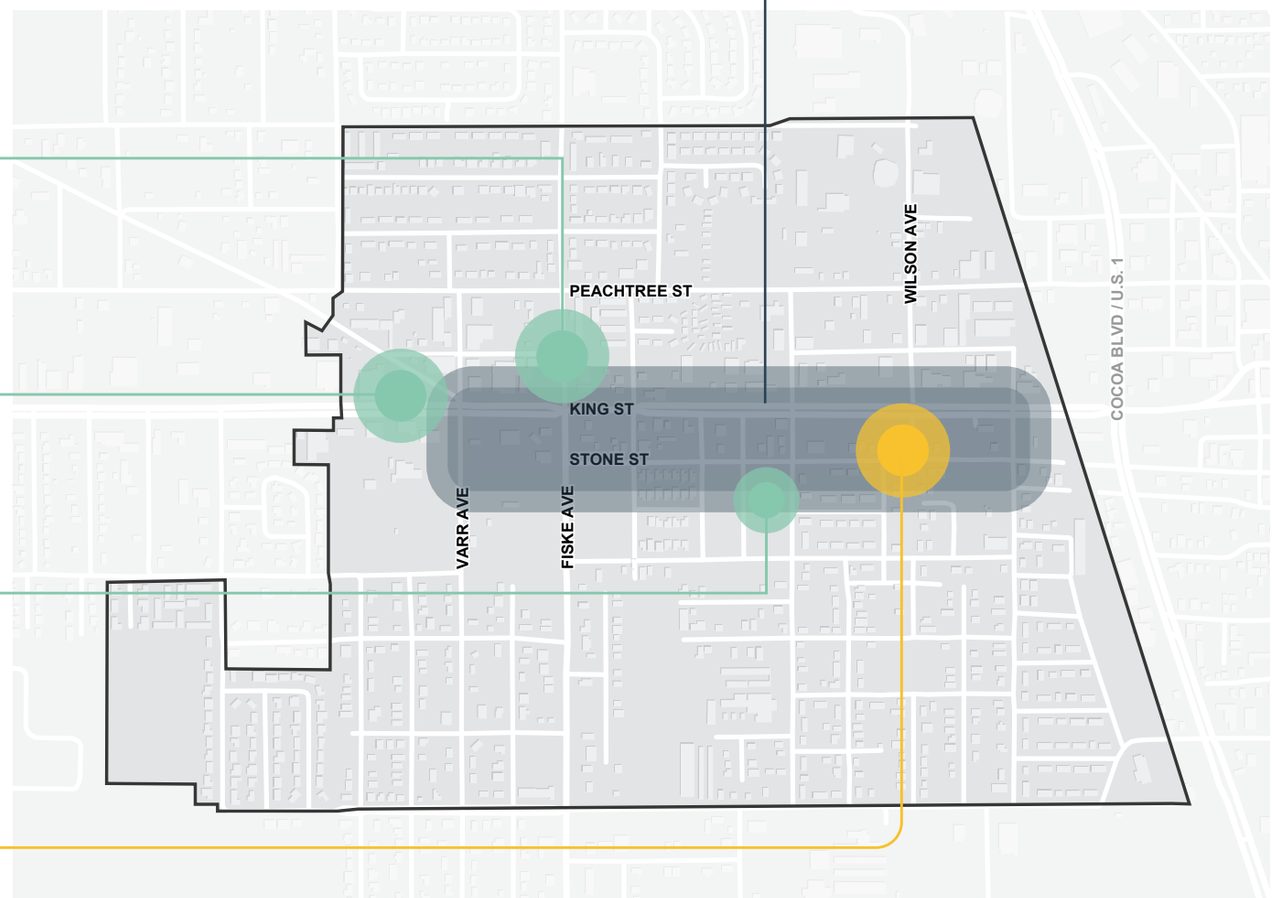
Redevelopment of older buildings

Traditional grid block layout and mobility opportunity

Location and pass-thru traffic, proximity to U.S. 1, and Merritt Island

Community facilities including the Dr. Joe Lee Smith Center and the Harry T. Moore Center

Pockets of underutilized parcels (where the zoning allows for a more intense/dense use than the existing use)





STRATEGIES

DRAFT



03

CRA PLAN UPDATE

DIAMOND SQUARE

The strategy for redevelopment incorporates goals for Diamond Square that align with city-wide initiatives, focusing on enhancing community ***living***, ***places***, ***connections***, ***identity***, and ***opportunity***. This comprehensive approach aims to improve the quality and diversity of housing, ensuring that residents have access to a variety of living options that meet their needs. By creating vibrant public spaces, the plan seeks to foster a sense of community and belonging, encouraging social interactions and community events. Additionally, ensuring safe transportation is a priority, as it facilitates better connectivity within the area and beyond, making it easier for residents to access essential services and amenities.

Celebrating cultural identity is another crucial aspect of the strategy, as it aims to honor the unique heritage and traditions of the community, promoting inclusivity and pride among residents. By fostering economic growth, the redevelopment plan supports the development of local businesses and job opportunities, contributing to a thriving and sustainable economy. Overall, these efforts are designed to support a thriving, inclusive community, where everyone has the opportunity to prosper and feel connected to their surroundings.

CRA GOALS

COMMUNITY LIVING

Improve the quality, aesthetics, and availability of housing in Diamond Square. Support homeownership and diversity in housing types.

COMMUNITY PLACES

Enhance parks and public spaces to create safe, inclusive, vibrant gathering and recreational areas.

COMMUNITY CONNECTIONS

Enhance mobility through consistent and incremental improvements to non-vehicular transportation options to foster a culture of active mobility and ensure access to safe, efficient transportation for all residents.

COMMUNITY IDENTITY

Strengthen community identity and pride by celebrating the neighborhood's history and culture, investing to create a safer, healthier environment, and integrating support services benefitting community members.

COMMUNITY OPPORTUNITY

Foster economic growth by developing vacant and underutilized properties, attracting diverse businesses and amenities, enhancing major corridors to become vibrant, mixed-use commercial districts, and providing job training and development opportunities for residents.

COMMUNITY **LIVING**

Improve the quality, aesthetics, and availability of housing in Diamond Square. Support homeownership and diversity in housing types.

- Expand and promote the Residential Paint and Beautification grans and programs using targeted marketing efforts for residential properties programs, particularly those located on major corridors such as King Street, Barbara Jenkins Dr, and Rosa L. Jones Drive.
- Increase awareness of housing assistance programs through community outreach and local partnerships (e.g., leveraging churches and community organizations).
- Expand homeownership assistance programs to provide pathways to homeownership for low- and moderate-income residents.
- Incentivize infill development and the redevelopment of vacant or underutilized parcels for multifamily housing throughout the CRA.
- Expand partnerships with affordable housing developers to increase the stock of affordable rental and owner-occupied housing.
- Facilitate where possible the development of missing middle housing (townhomes, duplexes, live-work units) to accommodate a range of household sizes and income levels.
- Increase the enforcement of Code Compliance for all properties, including residential.

COMMUNITY **PLACES**

Enhance parks and public spaces to create safe, inclusive, vibrant gathering and recreational areas

- Further enhance Provost Park and Gilmore Community Park with additional amenities, such as playgrounds, picnic areas, and sports facilities.
- Partner with local organizations and businesses to create regular community programming (e.g., farmers markets, outdoor movie nights, and music events).
- Apply CPTED principles to public spaces, focusing on improving lighting, visibility, and property maintenance.
- Plant more street trees and expand urban greenery to reduce the urban heat island effect and improve air quality.

COMMUNITY **CONNECTIONS**

Enhance mobility through consistent and incremental improvements to non-vehicular transportation options to foster a culture of active mobility and ensure access to safe, efficient transportation for all residents.

- Implement “Complete Streets” design features to improve walkability and safety by mending gaps in the sidewalk network, refreshing the landscaping and crosswalks, and installing decorative lighting and gateway features along major corridors including King Street, Barbara Jenkins Drive, Rosa L. Jones Drive, Fiske Boulevard, and Peachtree Street.
- Upgrade bus stop facilities with new shelters, benches, bike racks, and signage to improve comfort and access to public transportation.
- Work with the Space Coast Area Transit (SCAT) to improve bus service frequency and coverage within the CRA, especially for underserved areas.

COMMUNITY ***IDENTITY***

Strengthen community identity and pride by celebrating the neighborhood's history and culture, investing to create a safer, healthier environment, and integrating support services benefiting the community members.

- Create a cohesive branding strategy for placemaking and wayfinding purposes. Concurrently, integrate public art, cultural signage, and historical markers, celebrating the neighborhood's rich history and cultural assets.
- Increase neighborhood watch programs and engage local residents in community policing efforts to reduce crime.
- Foster partnerships within the CRA to host clean-up volunteering opportunities on a regular basis to support local accountability and pride
- Advocate for the return of culturally significant and age-inclusive events such as the MLK and Juneteenth festivals.
- Strengthen partnerships with local nonprofits and community organizations to provide support for youth programs, homelessness services, and senior assistance.
- Increase programming that engage all age groups in positive activities that foster a sense of belonging and connectedness.
- Provide health and wellness programming in community centers and public spaces, focusing on physical and mental health.
- Explore the establishment of a neighborhood organization to help activate the community and keep them informed.

COMMUNITY ***OPPORTUNITY***

Foster economic growth by developing vacant and underutilized properties, attracting diverse businesses and amenities, enhancing major corridors to become vibrant, mixed-use commercial districts, and providing job training and development opportunities for residents.

- Provide storefront and signage improvement grants and the corresponding technical assistance to help existing businesses upgrade their properties and attract customers.
- Enforce property maintenance standards and provide technical assistance to business owners to improve the upkeep of commercial properties.
- Partner with schools, businesses, and workforce development organizations to provide job training, skill-building programs, and access to higher-paying jobs.
- Prioritize business attraction strategies that focus on the desired mix of retail, dining, healthcare, and other services, such as grocery stores and medical facility.
- Invest in stormwater management infrastructure, such as bioswales, rain gardens, and permeable paving, particularly in flood-prone areas.
- Explore opportunities to underground utilities and implement green infrastructure solutions to enhance environmental resilience.
- Explore opportunities for a small business/entrepreneurship incubator program that provides mentorship, studio space, and/or funding.



Enhancing shared living spaces and provide facade rehabilitation programs



Opportunity to highlight Diamond Square's identity through murals and art



Using native landscape to filter and improve stormwater runoff



Strengthening the local economy through mixed use

Community Living:
Improve the quality, aesthetics, and availability of housing in Diamond Square. Support homeownership and diversity in housing types.

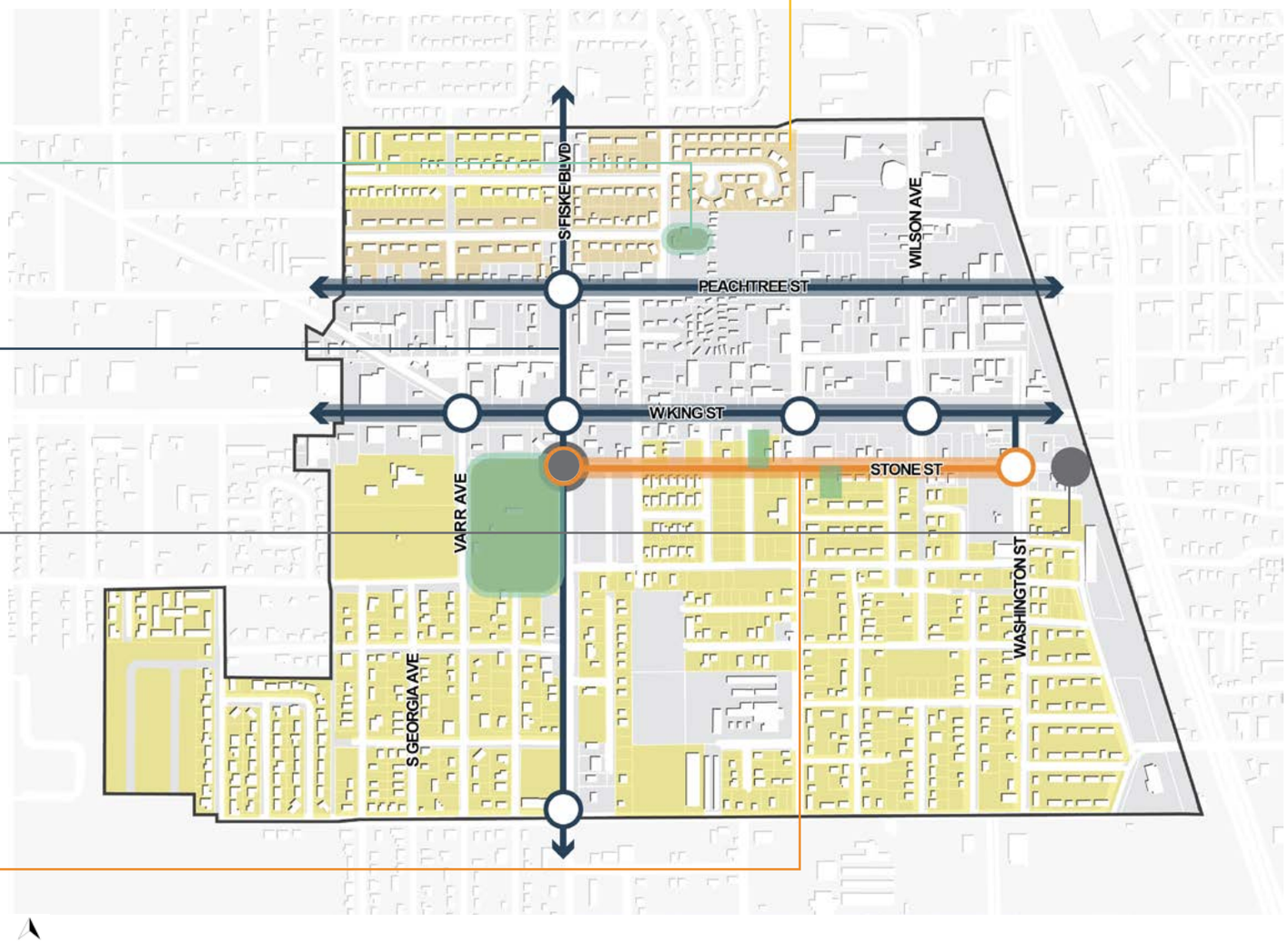
Community Places:
Enhance parks and public spaces to create safe, inclusive, vibrant gathering and recreational areas

Community Connections:
Enhance mobility through consistent and incremental improvements to non-vehicular transportation options to foster a culture of active mobility and ensure access to safe, efficient transportation for all residents.

Community Identity:
Strengthen community identity and pride by celebrating the neighborhood's history and culture, investing to create a safer, healthier environment, and integrating support services benefitting the community members.

Community Opportunity:
Foster economic growth by developing vacant and underutilized properties, attracting diverse businesses and amenities, enhancing major corridors to become vibrant, mixed-use commercial districts, and providing job training and development opportunities for residents.

OPPORTUNITIES MAP



IMAGINE...

Diamond Square's neighborhoods could be a common ground for residents, safe and comfortable to walk, with amenities such as community gardens or play spaces



COMMERCIAL SPACES



IMAGINE...

Stone Street could be the commercial corridor with live-work spaces; the “main street” of Diamond Square

IMAGINE...

Neighborhoods could connect residents to safe and active community spaces





IMPLEMENTATION

2025



04

CRA PLAN UPDATE

DIAMOND SQUARE

TAX INCREMENT FINANCING (TIF) PROJECTIONS

The following Tax Increment Financing (TIF) revenue projections show the anticipated TIF revenue for the CRA's operational timeframe. The projections utilize the 1997 base year value ($24,617,590), the 2024 taxable valuation ($80,970,659), and the 2024 City (6.9532), County (3.0486), and County District IV (.64532) millage rates as a base. Taxable values are projected to increase at 3% per year. The TIF collection rate for City and County taxes is 95%. The cumulative TIF revenue projected to be collected through 2032 is $6,079,289. *Per the Interlocal Agreement dated October 21, 2019, the County's TIF contribution is capped at $150,000 per fiscal year.

Diamond Square CRA 3% Growth

		Taxable Valuation	Estimated Increment Value	County Contribution @ 95%	County District IV Rec Contribution @ 95%	City Contribution @ 95%	Total TIF CRA
BASE	**1997**	**$24,617,590**					
	2024	$80,970,659	$56,353,069	$163,208	$34,547	$372,242	$569,998
	2025	$83,399,779	$58,782,189	$170,243	$36,037	$388,288	$594,568
	2026	$85,901,772	$61,284,182	$177,489	$37,571	$404,815	$619,875
	2027	$88,478,825	$63,861,235	$184,953	$39,150	$421,838	$645,941
	2028	$91,133,190	$66,515,600	$192,640	$40,778	$439,371	$672,790
	2029	$93,867,186	$69,249,596	$200,559	$42,454	$457,431	$700,443
	2030	$96,683,201	$72,065,611	$208,714	$44,180	$476,032	$728,927
	2031	$99,583,697	$74,966,107	$217,115	$45,958	$495,192	$758,264
	2032	$102,571,208	$77,953,618	$225,767	$47,790	$514,926	$788,482
							$6,079,289

County Millage	*0.0030486*
County District IV Rec	*0.00064532*
City Millage	*0.0069532*

Total County Contribution (2024-2032)	**$1,740,689**
Total County District IV Rec Contribution (2024-2032)	**$368,465**
Total City Contribution (2024-2032)	**$3,970,136**
Total TIF Estimated (2024-2032)	**$6,079,289**

IMPLEMENTATION

The Diamond Square CRA plan update is a crucial initiative aimed at revitalizing the area, but it faces challenges due to limited time and funding. With these constraints, the CRA must focus on identifying strategic partners to assist with the implementation. By collaborating with local and regional economic development partners, the CRA can offer various programs and resources, such as small business assistance and workforce development, to support the community effectively.

INTERNAL

Internal to the City organization, the CRA should seek staffing partners who can assist with the identified operational timeframe projects and programs. These partners could include the Public Works, Police, Fire, Planning and Utilities Departments for identified capital projects and the Community Services and Communications and Economic Development departments for identified programmatic projects.

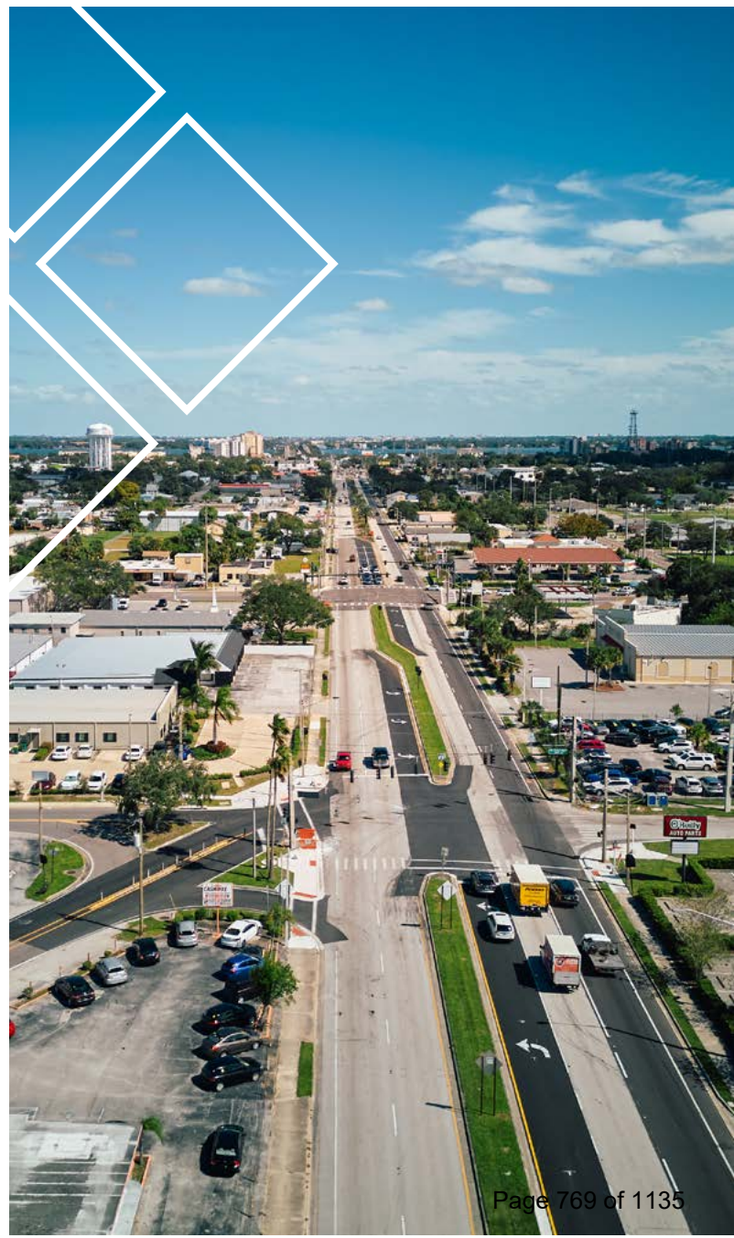
EXTERNAL

By collaborating with external local and regional partners, the CRA can collaborate on capital projects and offer various programs and resources, such as small business assistance and workforce development, to support the community in an effective manner. These external partners could include FDOT, Brevard County Parks and Recreation, Brevard County and Space Coast Area Transit (SCAT) for pedestrian oriented capital and safety projects and for programmatic efforts could seek out opportunities with the Harry T. & Harriette V. Moore Cultural Complex, Inc., CareerSource Brevard, the Space Coast Economic Development Commission of Brevard County, local Brevard County Chambers of Commerce, the Small Business Development Center (SBDC) at Eastern Florida State College, and the Florida Tech Bisk College of Business.

Given the limited funding, the best use of resources is to facilitate these partnerships and establish a robust ecosystem of community resources. This approach will ensure that the CRA can leverage the strengths of different organizations and maximize the impact of its initiatives. By focusing on building these relationships, the CRA can enhance the support network available to residents and businesses in Diamond Square.

Additionally, the CRA can play a pivotal role in shaping the brand and vision for Diamond Square. By doing so, it ensures that new developments align with community desires and contribute positively to the area's growth. This alignment is crucial for maintaining the community's character and ensuring that development projects benefit existing residents.

The plan update itself is a prudent measure that helps align developers and investors with community aspirations. By setting clear guidelines and expectations, the CRA can attract investments that are in harmony with the community's goals. This alignment not only fosters sustainable growth but also builds trust between the community, developers, and investors, ensuring long-term success for Diamond Square.



CRA Capital Projects	Public Works	Police/Fire	Utilities	FDOT/County Transportation	Brevard County Parks and Recreation	Space Coast Area Transit (SCAT)	Planning	Harry T. Moore Cultural Complex
Bus Stop Concrete Pad	X					X		
Placemaking and Activation of Public Spaces	X				X		X	
Pedestrian Connectivity and Safety Improvements	X	X		X			X	
Wayfinding/ Signage (Gateway, Wayfinding and Cultural)	X				X		X	X

CRA Programs	Career Source Brevard	Harry T. Moore Cultural Complex	Space Coast Economic Development Commission of Brevard County	Local Chambers of Commerce	Brevard County Parks and Recreation	Small Business Development Center (SBDC)	City of Cocoa Economic Development and Community Services Departments
Commercial Facade Improvement Grants							X
Residential Paint Grants							X
Residential Beautification Grants							X
Brevard County Parks and Rec Summer Camp Scholarships					X		X
Homebuyer Assistance Program							X
Cocoa UpStart Program	X			X		X	X
Neighborhood Stabilization and Empowerment	X	X	X	X	X	X	X

In addition, the Cocoa CRA should also consider creating programs for development, rehabilitation, financial or other economic incentives to facilitate new investment in the redevelopment area thereby fostering growth, elimination of slum and blights, and increasing the tax base. When appropriate, the CRA may consider entering into a TIF Reinvestment Agreement with a private party to support the construction of a private sector development project within the CRA area by allowing a portion of the tax increment generated from the project to be reinvested (rebated) to support the completion of qualified improvements related to the project consistent with the Plan.

The Cocoa CRA seeks to avoid displacement of households or businesses as a general policy. This Plan specifically seeks to support neighborhood revitalization and allow current residents to invest in and remain in neighborhoods. However, although not anticipated, if relocation ever becomes necessary the Cocoa CRA will establish a relocation policy that provides equitable payment for all property owners, tenants in the event of displacement from property acquisition by the Cocoa CRA.



NEIGHBORHOOD IMPACT ELEMENT

DRAFT



05

CRA PLAN UPDATE

DIAMOND SQUARE

DRAFT

05

NEIGHBORHOOD IMPACT ELEMENT

Florida statues require a neighborhood impact element if the redevelopment area contains low moderate-income housing. Considerations to be included in the element, where relevant, may include things such as relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other factors affecting the physical and social quality of the neighborhood. The following neighborhood impact element describes the various potential impacts of the redevelopment upon residents of the redevelopment area and the surrounding area. While specific impacts cannot be determined until concrete redevelopment proposals are submitted for review, this section attempts to quantify the range of impacts that could be expected in the areas of housing relocation, traffic circulation, environmental quality, the availability of community facilities, and the effect upon the school population.

HOUSING RELOCATION

The implementation of the Diamond Square Community Redevelopment Plan does not anticipate the displacement or potential relocation of residents living within the Community Redevelopment Area boundaries. However, if as a result of implementation of projects contained in this Diamond Square Community Redevelopment Plan relocation of persons becomes necessary on either a temporary or permanent basis, the Diamond Square Community Redevelopment Agency will be responsible for the timely provision of replacement housing for those affected persons.

TRAFFIC CIRCULATION

The implementation of the Diamond Square Community Redevelopment Plan does not propose to change or modify any of the existing traffic patterns within the Community Redevelopment Area. The implementation of the Diamond Square Community Redevelopment Plan does propose Complete Street improvements to existing roadways and corridors to improve public safety, accessibility and to safely accommodate additional modes of transportation (bicycle and pedestrian modes).

ENVIRONMENTAL QUALITY

The implementation of the Diamond Square Community Redevelopment Plan proposed infrastructure improvements will seek to improve the environmental quality of the Community Redevelopment Area. Specific infrastructure improvements that will have a positive effect upon the environmental quality of the Diamond Square Community Redevelopment Area include stormwater system improvements (reduce flooding and water-borne diseases) and roadway improvements to encourage non-automobile modes of transportation (reduce traffic levels, reduce automobile emissions, and improve air quality). The implementation of Diamond Square Community Redevelopment Plan also seeks to increase the amount and availability of green spaces and open spaces within the Diamond Square Community Redevelopment Area, effectively improving the quality of the environment by adding green spaces and open spaces.

AVAILABILITY OF COMMUNITY FACILITIES

The implementation of the Diamond Square Community Redevelopment Plan seeks to consolidate the provision of public services at community facilities within the Community Redevelopment Area through the revitalization of the Diamond Square neighborhood. The area is mainly single-family residential, with several public community facilities including, but not limited to the Dr. Joe Lee Smith Community Center, Gilmore Community Park, Provost Park, and Harry T. Moore Center. The implementation of the Diamond Square Community Redevelopment Plan will increase the accessibility and enhance the facilities of public spaces within the Community Redevelopment Area.

EFFECT ON SCHOOL POPULATION

The implementation of the Diamond Square Community Redevelopment Plan proposes the potential increase in residential densities in appropriate areas and the commensurate population increase within the Community Redevelopment Area. Currently the effects on school population within the City of Cocoa and the Diamond Square Community Redevelopment Area associated with development and population growth are accommodated on a case-by-case basis through the Future Land Use Element and Public School Facilities Element in the City's Comprehensive Plan. Additionally, the City coordinates with the Brevard County School Board and Brevard County Government through joint-planning agreements and public school Interlocal Agreements to ensure adequate provision of public school facilities within the Diamond Square Community Redevelopment Area and throughout the City. Through the use of these administrative mechanisms, future development or redevelopment within the Diamond Square Community Redevelopment Area must demonstrate accommodation of school facility level of service standards before development or redevelopment may occur.

STATUTORY CRITERIA

CONSISTENCY WITH THE COMPREHENSIVE PLAN

F.S. 163.362 requires certain contents in a Community Redevelopment Plan. The Diamond Square Community Redevelopment Plan update (2024) satisfies the Florida Statute requirements for the contents of a community redevelopment plan. The following pages list the Florida Statute requirements (BOLD) and outline the items within the Diamond Square Community Redevelopment Plan that specifically addresses these requirements.

1. **Contain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.**

The boundaries of the Diamond Square Community Redevelopment Area are shown on page 2. A legal description of the Diamond Square Community Redevelopment Area is attached in the Appendix.

2. **Show by diagram and in general terms**:

a. The approximate amount of open space to be provided and the street layout.

The approximate amount of open space is 20.13 acres and the street layout are indicated throughout the Plan in narrative and illustrative format where appropriate.

b. Limitations on the type, size, height, number, and proposed use of buildings.

The limitations on type, size, height, number, and proposed use of buildings are regulated by the City of Cocoa Comprehensive Plan and Land Development Code.

c. The approximate number of dwelling units.

There are approximately 1,199 dwelling units within the Diamond Square Community Redevelopment Area. (page. 15)

d. Such property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.

Public parks, recreation areas, streets, public utilities, and other proposed improvements are indicated throughout the Plan in narrative and illustrative format where appropriate.

3. **If the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.**

No negative impact on low or moderate income housing is anticipated as a result of this Plan. The Neighborhood Impact Element is included in the Appendix (page. 43)

4. **Identify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.**

Publicly funded capital projects proposed within the Diamond Square Community Redevelopment Area are identified within the Proposed Capital Projects list (page 39).

5. **Contain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.**

The Diamond Square Community Redevelopment Agency will carry out the work of this Community Redevelopment Plan. The redevelopment process has been established and is consistent with Chapter 163, Part III., Community Redevelopment of the Florida Statutes. It is the intent of the City of Cocoa to continue to operate in accordance with the Florida Statute requirements and to comply with those requirements as established in Chapter 163, Part III., of the Florida Statutes as amended.

6. **Provide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.**

This provision of the Diamond Square Community Redevelopment Plan will be satisfied on a case-by-case basis as each project is carried out through final documentation and approval by the Governing Board of the Diamond Square Community Redevelopment Agency. Control of land, covenants, and any restrictions on land sold or leased by the Diamond Square Community Redevelopment Agency shall be in accordance with Chapter 163, Part III., Community Redevelopment of the Florida Statutes, and applicable City of Cocoa Code of Ordinance and Land Development Code requirements.

7. **Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.**

The implementation of the Diamond Square Community Redevelopment Plan does not anticipate the displacement or potential relocation of residents living within the Community Redevelopment Area boundaries. However, if as a result of implementation of projects contained in this Diamond Square Community Redevelopment Plan, relocation of persons becomes necessary on either a temporary or permanent basis, the Diamond Square Community Redevelopment Agency will be responsible for the timely provision of replacement housing for those affected persons.

8. **Provide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or**

if the plan is not intended to remedy such shortage, the reasons therefor.

The Diamond Square Community Redevelopment Plan is not intended to remedy a shortage of housing for residents of low or moderate income. The residential uses will generally exist in their current locations and will be minimally impacted by the proposed improvements. The Diamond Square Community Redevelopment Plan does encourage the development of additional housing stock that may provide additional residential options for residents of low to moderate incomes.

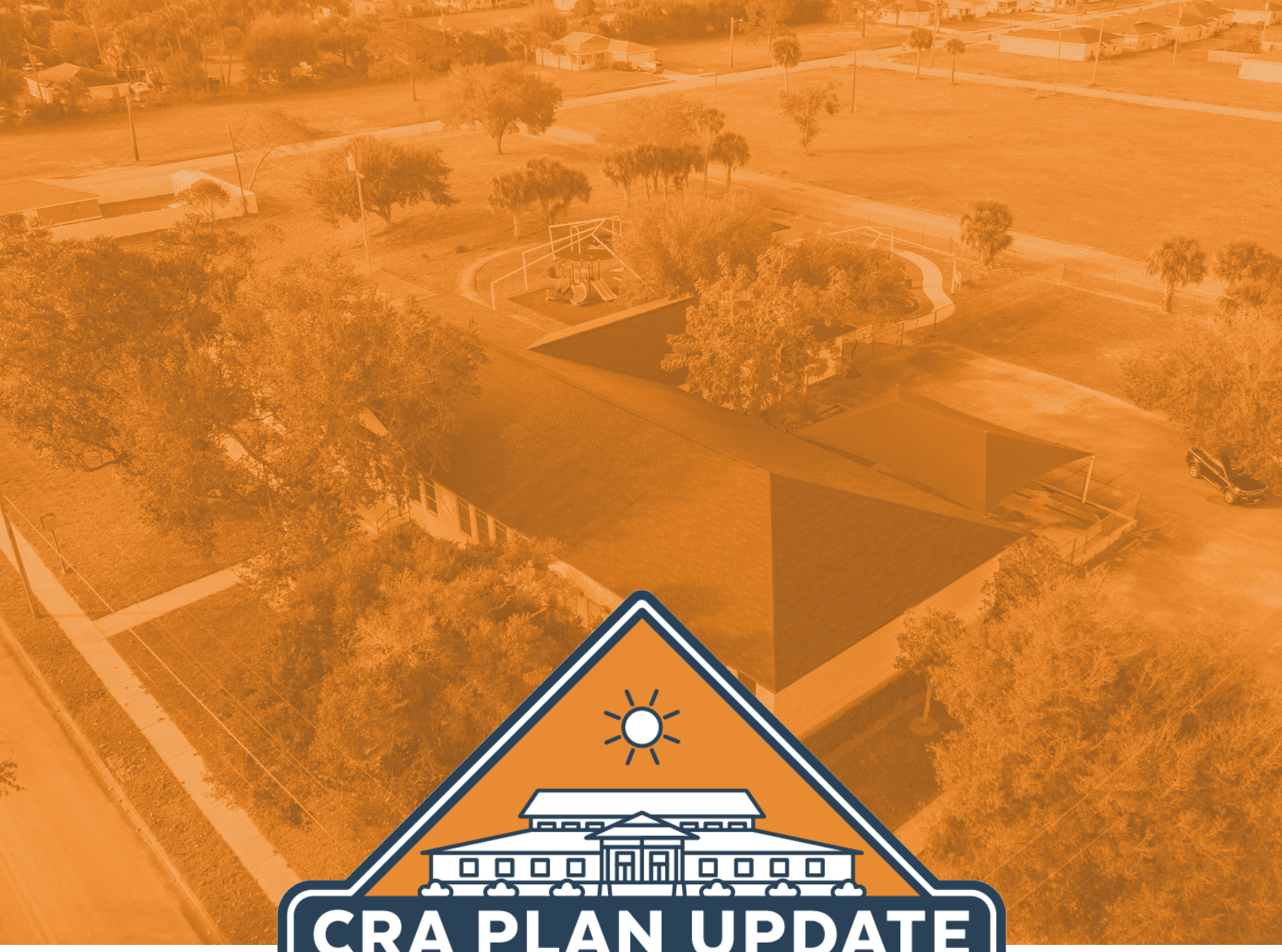
9. **Contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.**

   A detailed statement of project costs is presented within the Proposed 5-Year Annual Budget (page 37). Detailed project costs for each project, program, and activity will be specified each year in the Diamond Square Community Redevelopment Agency's annual budget and work program. Funding for projects may include some form of indebtedness by the Community Redevelopment Agency and/or the City of Cocoa.

10. **Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years after the fiscal year in which the plan is approved, adopted, or amended pursuant to s. 163.361(1). However, for any agency created after July 1, 2002, the time certain for completing all redevelopment financed by increment revenues must occur within 40 years after the fiscal year in which the plan is approved or adopted.**

    The Diamond Square Community Redevelopment Agency was created in 2002 and its operational time frame expires in 2054. The 2024 Diamond Square Community Redevelopment Plan update will extend the operational timeframe of the Diamond Square Community Redevelopment Agency through 2054 in accordance with current Florida Statue requirements.





CRA PLAN UPDATE

DIAMOND SQUARE

APPENDIX

(Supplemental Materials)

Diamond Square Community Redevelopment Area

Legal Description

RESOLUTION NO. 98-19

A RESOLUTION OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; MAKING FINDINGS; FINDING THAT A BLIGHTED AREA AND A SLUM AREA EXISTS WITHIN A SPECIFIC BOUNDARY GENERALLY FOLLOWING THE BOUNDARIES OF CENSUS TRACT 626 IN THE SOUTHWESTERN PORTION OF THE CITY; DECLARING THAT ONE OR MORE SLUM OR BLIGHTED AREAS AND ONE OR MORE AREAS IN WHICH THERE IS A SHORTAGE OF HOUSING AFFORDABLE TO RESIDENTS OF LOW OR MODERATE INCOME, INCLUDING THE ELDERLY EXISTS; DECLARING THAT THE REHABILITATION, CONSERVATION AND REDEVELOPMENT OF SUCH SLUM AND BLIGHTED AREAS, INCLUDING THE DEVELOPMENT OF AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME RESIDENTS, INCLUDING THE ELDERLY, IS NECESSARY IN THE INTEREST OF PROMOTING THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF COCOA; DETERMINING THAT THERE IS A NEED FOR THE CREATION OF A COMMUNITY REDEVELOPMENT AGENCY TO CARRY OUT THE REDEVELOPMENT PURPOSES OF CHAPTER 163, PART III, FLORIDA STATUTES, WITHIN THE SLUM AND BLIGHTED AREA; NAMING THE AGENCY FOR SAID DISTRICT, THE CENSUS TRACT 626 COMMUNITY REDEVELOPMENT AGENCY; DECLARING THE BOARD OF COMMISSIONERS OF SAID COMMUNITY REDEVELOPMENT DISTRICT SHALL CONSIST OF CITIZENS APPOINTED PURSUANT TO SECTION 163.356, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.410, Florida Statutes, on August 19, 1997, the Board of County Commissioners of Brevard County, Florida, adopted Brevard County Resolution No. 97-161, delegating authority to the City Council of the City of Cocoa to create and operate a Chapter 163, Florida Statutes, Community

Redevelopment Agency generally known as Census Tract 626 and within the area described on Exhibit "A," a copy of which is attached hereto and by this reference incorporated herein; and

WHEREAS, within the area described in the attached Exhibit "A," the Community Redevelopment Agency shall be known as the Census Tract 626 Community Redevelopment Agency; and

WHEREAS, pursuant to Section 163.340(7), Florida Statutes, a "slum area" is defined as follows:

> "Slum area" means an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age, or obsolescence; inadequate provision for ventilation, light, air, sanitation, or open spaces; high density of population and overcrowding; the existence of conditions which endanger life or property by fire or other causes; or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety, or welfare;

WHEREAS, pursuant to Section 163.340(8), Florida Statutes, a "blighted area" is defined as follows:

> "Blighted area" means either:
>
> (a) An area in which there are a substantial number of slum, deteriorated, or deteriorating structures and conditions which endanger life or property by fire or other causes or one or more of the following

factors which substantially impairs or arrests the sound growth of the county or municipality and is a menace to the public health, safety, morals, or welfare in its present condition and use:

1. Predominance of defective or inadequate street layout;

2. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

3. Unsanitary or unsafe conditions;

4. Deterioration of site or other improvements;

5. Tax or special assessment delinquency exceeding the fair market value of the land; and

6. Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or

(b) An area in which there exists faulty or inadequate street layout; inadequate parking facilities; or roadways, bridges, or public transportation facilities incapable of handling the volume of traffic flow into or through the area, either at present or following proposed construction;

WHEREAS, a 94-page Finding of Necessity Report calling for the redevelopment of the Census Tract 626 Neighborhood Area was prepared by Design Studios West of Sarasota, Florida and dated January 20, 1997 (hereinafter: the "Study");

WHEREAS, the Study has made factual findings of "blight" and "slum" conditions as described in the paragraphs above;

WHEREAS, the City Council acknowledges receipt of the Study, and finds that based on the Study and other evidence and testimony presented by the City's Community Development Department, that Census Tract 626, as described in Exhibit "A," constitutes a Chapter 163, Part III, Florida Statutes, "blighted area" and "slum area;"

WHEREAS, based on the Study and other evidence and testimony presented by the City's Community Development Department, the City Council finds that creation of a Community Redevelopment Area for the Census Tract 626 Area, as described in Exhibit "A,"

would meet the intent and requirements set forth in and would be consistent with the requirements set forth in Section 163.335(1), Florida Statutes; and

WHEREAS, the rehabilitation, conservation and redevelopment or a combination thereof, of the aforesaid area is necessary in the interest of the public health, safety, morals and welfare of the residents of the City of Cocoa, and in the interest of implementing the intent of the Florida Legislature as expressed in the Community Redevelopment Act of 1969, as amended, by

revitalizing the area economically and socially, thereby improving the tax base, promoting sound growth and providing improved infrastructure; and

WHEREAS, the State of Florida has found and declared that the preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and

WHEREAS, the City Council of the City of Cocoa desires to create the Census Tract 626 Community Redevelopment Agency, to be composed of an independent governing board of commissioners consisting of lay citizens, who either own property or are residents of the Community Redevelopment Agency's "area of operation."

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

SECTION 1. The area of Cocoa more fully described in Exhibit "A" is hereby found and declared to be a "blighted area" and a "slum area," as defined and within the purpose and intent of Chapter 163, Part III, Florida Statutes.

SECTION 2. Pursuant to the provisions of Section 163.355, Florida Statutes, it is hereby found and declared that:

(a) The rehabilitation, conservation or redevelopment, or a combination thereof, of the area described in Exhibit "A" is necessary in the interest of public health, safety, morals, and welfare of the citizens of the City of Cocoa;

(b) That one or more slum or blighted areas exist within the area described in Exhibit "A;" and

(c) That area described in Exhibit "A" is appropriate for a community redevelopment pursuant to Chapter 163, Part III, Florida Statutes.

SECTION 3. There is a need for a community redevelopment agency to function and carry out the community redevelopment purposes as specified in Chapter 163, Part III, Florida Statutes.

SECTION 4. The City Council of the City of Cocoa, Florida, hereby declares that the new Community Redevelopment Agency for the area described in Exhibit "A:"

(a) Shall be named the Census Tract 626 Community Redevelopment Agency; and

(b) Pursuant to Section 163.356(1), Florida Statutes, the City Council shall appoint as a board of commissioners, lay citizens who are either residents of, or own businesses, practice a profession, or perform a service for compensation, or serve as an officer or director of a corporation or other business entity so engaged within the area of operation of the Census Tract 626 Commuinty Redevelopment Agency.

Section 5. This resolution shall become effective immediately upon adoption.

This resolution was adopted at a regular meeting of the City Council on the 24th day of March, 1998.

CITY OF COCOA, FLORIDA, a Florida Municipal Corporation, by and through its duly elected City Council

By: Michael Ashley Hill
Michael Hill, Mayor

ATTEST:

Joan Clark
Joan Clark, City Clerk

Exhibit A

DESCRIPTION TO DEFINE LIMITS OF THE CITY OF COCOA

626 REDEVELOPMENT AREA

Beginning at the intersection of the Easterly line of the Florida East Coast Railroad, a 100.00 foot wide strip of land, and the South line of the North half of the Southwest quarter of Section 33, Township 24 South, Range 36 East; Thence West, along said South line of the North half of the Southwest quarter of Section 33, to the West line thereof; Thence continue West, along the South line of the North half of the Southeast quarter of Section 32, Township 24 South, Range 36 East, to the West line of said Southeast quarter of Section 32; Thence continue West, 691.95 feet along the North line of the South half of the Southwest quarter of said Section 32, to a point on the West right of way line of Aurora Street; Thence North, along the West right of way line of Aurora Street to the Southeast corner of Lot 11, Block "D" of Pinegrove Park Unit No. 2, Third Addition, according to the plat thereof recorded in Plat Book 19, page 46 of the Public Records of Brevard County, Florida; Thence West, along the South line of aforesaid Lot 11, a distance of 97.00 feet to Southwest corner thereof; Thence North, along the West line of aforesaid Lot 11, a distance of 110.00 feet to the Southeast corner of Lot 23, Block "D: of aforesaid Pinegrove Park, Unit No. 2, Third Addition; Thence West, along the South line of Lot 23, Block "D", and along the South lines of Lots 9 and 12, a distance of 400.00 feet to the West right-of-way of Gardenia Avenue; Thence South, along the West right-of-way of Gardenia Avenue, a distance of 5.00 feet to the Southeast corner of Lot 16, Block "F" of Pinegrove Park, Unit No. 2, Third Addition; Thence West, along the South line of aforesaid Lot 16, a distance of 128.86 feet to a point on the West line of Block "F" of Pinegrove Park, Unit No. 2, Third Addition, according to the plat thereof recorded in Plat Book 19, Page 46, of the Public Records of Brevard County, Florida; Thence North, along the West line of said block "F" and the West line of Cocoa Village Subdivision, according to the Plat thereof recorded in Plat book 18, page 19, of the Public Records of Brevard County, Florida, a distance of 1183.75 feet to the South right of way line of Jackson Street; Thence East, along the South right of way line of Jackson Street, a distance of 686.19 feet to the East right of way line of Aurora Street; Thence South along the east right of way line of Aurora Street, a distance of 500.00 feet to a point which is on the North line of Block "A", Pinegrove Park, Unit No. 2, First Addition, as recorded in Plat Book 17, page 88, Public Records of Brevard County, Florida; Thence East, along the North line of said Block "A", a distance of 631.29 feet to the East line of the Northeast quarter of the Southwest quarter of said Section 32; Thence North, along the East line of aforesaid quarter section and the East line of the Southeast quarter of the Northwest quarter of said Section 32, a distance of 1180.90 feet to a point which is the Easterly projection of the South line of a tract of land described in Deed Book 344, page 182, of the Public Records of Brevard County, Florida; Thence West, along the aforementioned line, a distance of 230.00 feet to a point which is the Southwest corner of the tract of land described in Deed Book 344, Page 182; Thence North, along the West line of said described tract of land, as described in Deed Book 344, page 182, Public Records of Brevard County, Florida, a distance of 200.00 feet to the South right of way line of State Road 520, Thence East, along the South right of way line of State Road 520, a distance of 230.00 feet to the East line of the Southeast quarter of the Northwest quarter of said Section 32; Thence North, along the East line of the Southeast quarter of the Northwest quarter, of said Section 32, to the South line of Lots 19, 20, and 21 of

Barlow's Subdivision, according to the plat thereof recorded in Plat Book 3, Page 5, of the Public records of Brevard County, Florida; Thence West, along aforesaid South line of Lots 19, 20, and 21, to the West property line of aforesaid Lot 21; Thence North, along the West property line of aforesaid Lot 21, to the South right of way of Lake Drive; Thence Southeasterly, along the South right of way line of Lake Drive, to the East line of the Northeast quarter of the Northwest quarter of said Section 32; Thence North, along the East line of the Northeast quarter of the Northwest quarter of Section 32, to the centerline of West School Street; Thence, East, along said centerline of West School Street and said centerline projected Easterly, to the West line of Lot 49, Block "A", of the Plat of C. L. Hughlett's Washington Heights Addition to Cocoa, Florida, as recorded in Plat Book 0, at page 18, of the Public Records of Brevard County, Florida; Thence, North, along the West line of said Lot 49, and said West line of Lot 49 projected Northerly, to the Southwest corner of Lot 33, Block "A", of said Plat of C. L. Hughlett's Washington Heights Addition to Cocoa, Florida; Thence East, along the South line of Lots 33 through 48 inclusive Block "A", of said Plat of C. L. Hughlett's Washington Heights Addition to Cocoa, Florida, to the Southeast corner of Lot 48; Thence continuing East, to the Southwest corner of Lot 27, Block "B" of said Plat of C. L. Hughlett's Washington Heights Addition to Cocoa, Florida; Thence East, along the South line of Lots 27 through 32 inclusive, of Block "B", of said Plat of C. L. Hughlett's Washington Heights Addition to Cocoa, Florida, and said South line extended Easterly, to the Easterly line of the Florida East Coast Railroad, a 100.00 foot wide strip of land; Thence Southeasterly, along said Easterly line of the Florida East Coast Railroad, to the Point of Beginning.

CERTIFICATION:

I HEREBY CERTIFY: That the SPECIFIC PURPOSE of this Survey is to define the Boundaries of the area denoted as "The City of Cocoa - 626 Redevelopment Area". I FURTHER CERTIFY: That the attached Legal Description was prepared under my direction and is true and correct to the best of my knowledge and belief. This survey meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in chapter 61 G 17 - 6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

_____

John R. Campbell
Professional Land Surveyor No. 2351
State of Florida

Prepared by:
CAMPBELL SURVEYING AND MAPPING OF BREVARD INC.
3525 N. Courtenay Parkway - Suite 1
Mailing Address: P.O Box 542148
Merritt Island, Florida, 32954
Ph: (407) 453-5820

Diamond Square Community Redevelopment Area

Kick off Meeting

June 13, 2024

Diamond Square CRA

Community Redevelopment Plan Update

Kickoff

June 13, 2024

1. Project Overview

2. Project Schedule
    - Meeting Dates/Schedule - public hearing and workshop options (CRA; City Council; P&Z Board)
    - Briefing Schedule (bi-weekly)

3. Project Points of Contact:
    - Status Reports and Updates
    - Project Website
    - Submission of Public Engagement Materials (social media, invitations, advertisements, flyers)
    - Potential Meeting Venues (stakeholder interviews, focus groups, public workshops)

4. Public Involvement Plan
    - Project Brand
    - Project Website (cross-marketing opportunities)
    - Stakeholder Interviews - identification of key stakeholders and thought leaders
        - City / CRA
        - Elected Officials
        - Community Partners
        - Neighborhood Groups (associations/other)
        - Civic Organizations
        - Local Business Community
    - Potential Community Meeting Venues
    - Community Events

5. Resources and Data Requests:
    - CRA Annual Budget
    - CRA Annual Report
    - Previous Community Redevelopment Plan(s)
    - City's Comprehensive Plan
    - City's Land Development Code
    - City's Capital Improvement Plan (CIP for past 5 years)
    - CRA's Establishing Documents (resolution and ordinance)
    - City GIS Data / Shapefiles
    - City Property Appraiser Data – Brevard County (for all parcels in CRA)
    - City Business Tax Receipt Records (BTRs for past 5 years for business located in the CRA)
    - CRA/City Special Projects Information (key developments; new business openings, business recruitment)
    - Relevant Report, Studies, and Concurrent Planning Efforts

6. Familiarization Tour
    - Special Site of Interest
    - Successful Application of CRA Programming and Projects

7. Discussion

TO:	Ryan Browne, Cocoa Redevelopment Coordinator
FROM:	Laura Canary, Inspire Project Manager
CC:	Charlene Neuterman, Cocoa Community Services Director
	Jared Beck, Inspire Director of Redevelopment
DATE:	August 8, 2024
SUBJECT:	Cocoa Diamond Square CRA - Kickoff Summary and Action Items

ATTENDANCE

Inspire Project Team:

- Laura Canary, Project Manager
- Laura Martinez, Planner
- Gaby Castro, Planner
- Erik Bredfeldt, Director of Economic Development (virtual)

City of Cocoa:

- Stockton Whitten, City Manager
- Charlene Neuterman, Community Services Director
- Ryan Browne, Redevelopment Coordinator

PROJECT OVERVIEW

The Diamond Square CRA was established on June 9, 1998, and is anticipated to sunset in 2032. Given the Diamond Square CRA is a post-charter agency, the Agency will be pursuing County approval for a six-year operational timeframe extension. There is a cap on funds at $150,000 which the County can request the funds back in the event that the TIF revenue exceeds that amount. The first year that the revenue was exceeded was in 2023. The CRA's main objective has been to "build up the community", which means that capturing the community's vision for itself during the public engagement phase is crucial. The community has expressed a strong desire for affordable housing and traditional live-work development, with residential units located above street-level commercial space. Diamond Square is currently a food desert; the addition of an affordable grocery store could provide the community with access to fresh and healthy produce.

SCHEDULE

This project spans roughly seven (8) months from kickoff, with City Council anticipated to adopt the final redevelopment plans at its March 25, 2025 meeting. The most recent schedule was provided to staff on the week of July 29, 2024.

The Diamond Square CRA Board meets on the third Monday of the month. City Council meetings occur bimonthly on the first and fourth Tuesdays of every month. Planning and Zoning meetings are held on the first Wednesday of the month. Inspire will present the first draft of the update at the CRA board's January meeting and intends to submit a final draft incorporating subsequent comments and revisions to the Board in February/March '25. The CRA Board doesn't meet in February so depending on the anticipated completion date of the final draft and meeting schedule, a special Diamond Square CRA Board meeting may be scheduled.

Check-in meetings between Inspire and City Staff will be facilitated virtually on a bi-weekly basis. The first check-in meeting occurred on Wednesday, July 26th. All subsequent check-in meetings will occur on Wednesdays at 11:00 A.M., unless rescheduled by a member of Inspire or City Staff.

PROJECT POINTS OF CONTACT

- Ryan Browne, *Project Management*
- Charlene Neuterman, *Project Management*
- Samantha Senger, *Communications, Economic Development*
- Ashlee Malone, *GIS*
- Justin Berke, *GIS*
- Gail Bantugan, *Leisure Services Manager*
- Kristin Eick, *City Attorney*

PUBLIC INVOLVEMENT PLAN

Inspire will create an interactive project website using Social Pinpoint, which will notify visitors of planned community engagement events and enable them to provide relevant feedback. The website will be ADA compliant, and all comments will be reviewed before publication to ensure compliance with the City's communications regulations.

All marketing materials for the public engagement phase of the project will be available in Spanish, including the Social Pinpoint website, social media posts and printed materials such as utility bill mailers.

Invitations for stakeholder interviews will be sent to the District County Commissioner's Office. Potential stakeholders include faith and community leaders involved in the local ministerial alliance.

Potential venues for community meetings and stakeholder interviews include the Joe Lee Smith Community Center, Emma Jewel Charter Academy and the Leon and Jewel Collins Museum of African American History & Culture.

DATA REQUEST

Inspire submitted a GIS data request form for the Cocoa and Diamond Square CRA plan updates on June 19, 2024. Requested data includes the location of all public facilities, transportation infrastructure, planning data (i.e., parcels, jurisdictions, zoning, FLU, overlays, CRAs), EMA flood zones, brownfield sites and land use land cover.

TOUR OBSERVATIONS

- Much like other parts of the City, Diamond Square suffers from a high vacancy rate. Overgrown vegetation is a frequent site on these lots, many of which are used for parking.
- Yard signs seem to be the preferred method of marketing/communication.
- R.E.A.L. Church, led by pastor Jarvis Wash, has a presence in the community.
- Unhoused people are sleeping at the corner of Provost and Peachtree.
- Most bus stops are not accessible and the Space Coast Area Transit hub next to Provost Park requires significant improvements.
- Provost Park is currently undergoing a $1.5 million renovation funded by ARPA/City to add new fields, lighting, fencing, parking facilities and restrooms. The park plays a significant role in the community's history because it was once home to an African American baseball league team.
- The neighborhood is historically predominantly Black but has become more diverse in recent years; Emma Jewel Charter Academy. A large portion of the Hispanic community is concentrated north of SR 520.
- Bezos Academy is set to establish a Montessori school
- Main entrance to the City, State Road 520 and U.S. 1, is overgrown and needs beautification along with more enticing uses. – *SR 452/U.S. 1 Visioning*
- Harry T. Moore Center was previously a school for Black Americans in 1923 but now is an African American Museum.
- Aurora Street has lots of tree canopy. Residents like to preserve the trees.
- The 'Five Points' area needs to be redeveloped but has been neglected.
- Pockets of light industrial area throughout CRA (Wilson Avenue).

ACTION ITEMS/ NEXT STEPS

- Inspire provided an updated schedule to staff on July 31, 2024.
- A request for GIS data was submitted on June 19, 2024.
- A follow-up GIS meeting was held on August 1, 2024
- Project branding materials are tentatively due on Wednesday, August 14th, 2024.
- The Existing Conditions Analysis will tentatively be prepared by September 6, 2024.
- Inspire will continue to communicate with staff regarding any changes to dates or services rendered.

Diamond Square Community Redevelopment Area

Progress Report

September 11, 2024

TO:	Ryan Browne, Cocoa Redevelopment Coordinator
FROM:	Laura Canary, Inspire Project Manager
CC:	Charlene Neuterman, Cocoa Community Services Director
	Jared Beck, Inspire Director of Redevelopment
DATE:	September 11, 2024
SUBJECT:	Diamond Square CRP Update Progress Report (June - August)

PROJECT OVERVIEW

Inspire is preparing an update to the Diamond Square Community Redevelopment Plan. The project includes a robust public involvement plan, including virtual and in-person engagement opportunities. Inspire will utilize the assessments and insight of the local community and economic conditions gathered through the existing conditions analysis to develop a cohesive vision reflective of the shared community values, objectives and goals to guide the Community Redevelopment Plan Update.

SCHEDULE

This project spans roughly seven (8) months from kickoff, with the final Community Redevelopment Plan going to City Council for adoption on March 25, 2025. The most recent schedule was provided to staff on the week of July 29, 2024.

PROGRESS (JUNE – AUGUST)

The kickoff meeting and site tour was conducted on June 13, 2024. There was short break in the schedule, due to a delay in the issuance of the PO, which was issued on July 18, 2024. Project meetings are held biweekly to provide timely progress, schedule and budget updates. At the forefront of the project, and central to the public input plan, a project logo and website was developed to create a cohesive messaging and communications strategy throughout the project. The project website features a community survey and interactive map. The project's first community meeting, an Open House, is scheduled for September 26, 2024 from 11 am – 7 pm at the Civic Center. The purpose of the Open House is to explain the project and planning effort, provide an overview of the process and schedule, and discuss initial opportunities and constraints for the district.

As part of the Existing Conditions and Trends Analysis, a data request form was submitted to the City and two follow-up meetings were held to explicitly discuss GIS data and resources. The Analysis is underway, and the initial findings will be used to inform the Open House materials and engagement exercises. Additionally, an existing conditions base map series is being developed for the Plan Update.

PROGRESS BY TASK

TASK 1- KICK-OFF & DATA COLLECTION

Task 1.1 Project Management

- Bi-weekly meetings held on 6/26, 7/10, 7/24, 8/7, 8/21

Task 1.2 Kick-off Meeting & Site Tour

- Kick-off Meeting and Site Tour on 6/13

Completed Deliverables:

Finalized Project Schedule

Kick-off Meeting and Site Tour Summary – Tech Memo#1

Task 2- COMMUNITY ENGAGEMENT

Task 2.1 Project Branding

- Communications follow-up meeting held on 8/29

Task 2.2 Interactive Project Website & Virtual Engagement Tools

Task 2.3 Stakeholder Interviews

Task 2.4 Community Meetings

Completed Deliverables:

Project Logo

Interactive Project Website

Social Media Campaign Materials

TASK 3- EXISTING CONDITIONS & TRENDS ANALYSIS

- GIS Follow-up meeting on 8/1

ACTION ITEMS/ NEXT STEPS

- Existing Conditions and Trends Analysis
- Prepare workshop materials and PowerPoint for Cocoa CRA Open House

Diamond Square Community Redevelopment Area

Existing Conditions Memo

September 26, 2024

TO: Ryan Browne, Project Manager, Redevelopment Coordinator

FROM: Laura Canary, Project Manager, Inspire Placemaking Collective

CC: Charlene Neuterman, Jared Beck

DATE: September 26, 2024

SUBJECT: Diamond Square Community Redevelopment Area - Existing Conditions

Inspire conducted an evaluation of existing conditions of the Diamond Square CRA's context, demographics, transportation network, infrastructure, and economics. Below are the findings.

CONTEXT

The Diamond Square Community Redevelopment Area encompasses 430.9 acres and is located along the southern border of the City of Cocoa within Brevard County. The general boundaries are Pineda Street on the west, School Street on the north, the Florida East Coast Railroad on the east, and Rosa L. Jones Drive on the south. *Please refer to Map A.*

Approximately half (54%) of the land area within the CRA is comprised of residential uses, followed by commercial (25%) and ancillary uses including institutional and parks and open space. The current zoning provides an opportunity for a greater increase in residential uses, approximately 67%, slightly greater commercial uses (34%), followed by a limited allocation for ancillary uses. The Future Land Use Map better aligns designated future land uses with what currently exists, while also incorporating a mixed-use category. *Please refer to Maps B, C, and D.*

Existing Land Use

Diamond Square CRA Existing Land Use		
Existing Land Use	**Acres**	**Percent of CRA**
1200: Medium Density, 2>5 dwelling units/acre	192.61	45 %
1400: Commercial and Services	101.66	24 %
1300: High Density, 6 or more dwelling units/acre	38.47	9 %
1700: Institutional	26.70	6 %
1850: Parks and Zoos	18.41	4 %
8140: Roads and Highways	15.20	4 %
4340: Upland Mixed - Coniferous / Hardwood	14.73	3 %
1900: Open Land (Urban)	11.27	3 %
8330: Water Supply Plants (Including pumping stations)	8.60	2 %
8120: Railroads	1.06	0 %
1100: Low Density, <2 dwelling units/acre	0.38	0 %
8340: Sewage Treatment	0.03	0 %
2240: Abandoned Tree Crops	0.02	0 %

Zoning

Diamond Square CRA Zoning		
Zoning	**Acres**	**Percent of CRA**
RU-1-7 Single-Family Residential	171.7	52 %
C-W Wholesale Commercial	56.5	17 %
C-G General Commercial	29.2	9 %
C-N Neighborhood Commercial	24.9	8 %
RU-2-15 Multiple Family Dwelling	22.8	7 %
M-1 Light Industrial and Warehouse	11.4	3 %
Zoning Not Assigned	9.6	3 %
INST Institutional	3.2	1 %
P-S Professional, Offices and Services	3.1	1 %
C-P Commercial Parkway	0.09	0%

Future Land Use

Diamond Square CRA FLU		
Future Land Use Category	**Acres**	**Percent of CRA**
Medium Density Residential	103.56	32 %
Commercial	94.78	29 %
Low Density Residential	62.69	19 %
Institutional	24.77	8 %
Recreation / Open Space	18.85	6 %
Mixed-Use	14.20	4 %
Industrial	3.76	1 %
Neighborhood Commercial	0.94	1 %

TRANSPORTATION

The CRA has access to major roadways including Cocoa Boulevard, King Street, and Fiske Boulevard as well as a number of internal local roadways. Roadway connectivity is restricted by the number of dead ends streets. The area is serviced by the Space Coast Area Transit Authority. There are 19 bus stops located within the CRA boundaries, with most of the CRA being within a ¼ mile (10 minute) walking distance of a stop. The bicycle facilities along King Street, Peachtree Street, and Fiske Boulevard are not protected in any capacity, and are often wedged between vehicular lanes with a speed limit of 25 to 40 miles per hour. Accordingly, with no protections for cyclists, safety is a huge concern for transportation within the CRA, particularly as growth leans into alternative modes of transportation such as bicycles and micromobility options. *Please refer to Map E.*

DEMOGRAPHICS

The CRA has a population of 2,313 residents, with a median age of 37.3 years old. The Median Household income is $48,305 as compared to $78,575 in Brevard County. The residents are primarily composed of a Black Alone population (51.6 percent), with the next race/ethnicity group being of Hispanic Origin (27.2 percent). Over one third of the population has had some college-level education, with no degree. Half of the residents work in Service Industries (52.0 percent), followed by Finance/Insurance/Real Estate (11.2 percent). Over half of the population lives alone or in a 2-person household, while 40 percent live in a 3 or more person household. Over half of the housing stock is occupied by renters, with 14 percent of the housing stock being vacant. Most of the housing stock is single-family residential units, with more than 60% of them built between the two-decade period spanning from 1940 to 1969.

2024 Total Population: 2,313
2024 Median Age: 37.3
2024 Housing Units: 1,060
2024 Total Households: 912
2024 Average Household Size: 2.53
2024 Median Household Income: $48,305
2024 Average Household Income: $56,548
Tapestry Segmentation: Modest Income Homes (12D); City Commons (11E)

2024 Population by Race/Ethnicity	
Total	2,313
White Alone	21.2%
Black Alone	51.6%
American Indian Alone	1.1%
Asian Alone	0.4%
Pacific Islander Alone	0.2%
Some Other Race Alone	13.3%
Two or More Races	12.2%
Hispanic Origin	27.2%
Diversity Index	79.2

2020 Household by Size	Diamond Square Percent %	Brevard County Percent %
Total	861	255,723
1 person	33.3%	29.7%
2 person	26.2%	39.4%
3+ person	40.5%	30.9%

U.S. Census Bureau. "Occupancy Characteristics." *American Community Survey, ACS 1-Year Estimates Subject Tables, Table S2501*, 2022, https://data.census.gov/table/ACSST1Y2022.S2501?t=Housing:Housing Units&g=050XX00US12009.

Tenure	Percent (%)
Total	1,060
Owner Occupied Housing Units	29.9 %
Renter Occupied Housing Units	56.1 %
Vacant Housing Units	14.0 %

Educational Attainment (Residents 25 years or older)	CRA	Brevard County	State of Florida
	%	%	%
Total	1,519	472,034	16,104,410
Less than 9th Grade	2.2%	2.3 %	4.2 %
9th - 12th Grade, No Diploma	12.2%	4.3 %	5.9 %
High School Graduate	23.6%	24.6 %	27.1 %
GED/Alternative Credential	7.0%	*	*
Some College, No Degree	37.6%	21.4 %	18.4 %
Associate's Degree	8.6%	11.3 %	10.2 %
Bachelor's Degree	6.7%	20.9 %	21.4 %
Graduate/Professional Degree	2.2%	15.1 %	12.9 %

**included in High School Graduate category*

U.S. Census Bureau. "Educational Attainment." American Community Survey, ACS 1-Year Estimates Subject Tables, Table S1501, 2022, https://data.census.gov/table/ACSST1Y2022.S1501?g=050XX00US12009

INDUSTRY (2024)	CRA: % Employed	County: % Employed
Total	948	288,985
Agriculture/Mining	0.0%	0.2 %
Construction	8.1%	6.7 %
Manufacturing	7.0%	11.8 %
Wholesale Trade	0.8%	2.0 %
Retail Trade	9.6%	12.3 %
Transportation/Utilities	8.9%	6.0 %
Information	0.0%	1.1 %
Finance/Insurance/Real Estate	11.2%	6.1 %
Services	52.0%	*33.7 %
Public Administration	2.4%	◦5.3 %

** includes "Other services, except public administration", "Arts, entertainment, and recreation, and accommodation and food services", and "Educational services, and health care and social assistance"*

◦ includes "Professional, scientific, and management, and administrative and waste management services"

U.S. Census Bureau. "Selected Economic Characteristics." American Community Survey, ACS 1-Year Estimates Data Profiles, Table DP03, 2022, https://data.census.gov/table/ACSDP1Y2022.DP03?g=050XX00US12009.

Type of Housing	% of Total
Total	1,199
1-unit, detached	53.2%
1-unit, attached	15.3%
2 units (duplex)	6.5%
3 to 4 units (triplex or quadplex)	10.3%
5 to 9 units	6.5%
10 to 19 units	2.0%
20 to 49 units	3.9%
50 or more units	0.8%
Mobile home	1.3%

Home Build Period	Percent (%)
Total	1,199
Built 2020 or later	0.0%
Built 2010 to 2019	4.0%
Built 2000 to 2009	11.7%
Built 1990 to 1999	1.1%
Built 1980 to 1989	8.8%
Built 1970 to 1979	7.1%
Built 1960 to 1969	38.1%
Built 1950 to 1959	24.9%
Built 1940 to 1949	1.7%
Built 1939 or earlier	2.8%

INFRASTRUCTURE

Within the CRA most of the streets are two lane neighborhood roadways. Many of the neighborhoods have sidewalks on one or both sides of the street however, some segments appear to be poorly maintained with debris covering the path or cracks that reduce accessibility and safety. There are some areas, such as Davis Street, S Wilson Ave, and generally, residential roads located south of King Street, that have none. The entire CRA is served by AC/overhead utility lines and minimal level of street lighting. There is no pedestrian lighting within the neighborhoods. The CRA does not have any area of Flood Zone.

Utilities

There is one Domestic Wastewater Treatment Program located just outside of the CRA boundaries. All powerlines within the CRA are AC/Overhead powerlines, which may present a concern during storm events. *Please refer to Map F*.

Vacant Parcels

The CRA has 63.21 acres of vacant land currently, amounting to 19 percent of the CRA. Of these 63.21 acres, 38.55 acres are owned by the State, County, City, or Housing Authority. *Please refer to Map G*.

Government Owned Parcels

The City of Cocoa owns 42 parcels amounting to over 80 acres within the CRA, a number of which are dedicated park space. The Cocoa Housing Authority owns 33 parcels amounting to just over 33 acres. The State of Florida owns two (2) parcels amounting to approximately nine (9) acres, which are dedicated to the Emma Jewel Charter Academy. Lastly, Brevard County owns two (2) parcels amounting to approximately five and a half (5.5) acres, most of which are dedicated to the Brevard County Transit Service. *Please refer to Map H*.

Emergency Services

The CRA is within the City of Cocoa Police District #1 and has one police station just outside its boundaries located on King Street. There is also one fire station, Fire Station #46, that lies within the Fire Quadrant District #2. There are no medical facilities within the CRA boundaries, and the nearest medical facility, Wuesthoff Memorial Hospital, is located approximately one (1) mile south. *Please refer to Map I*.

Public Services and Facilities

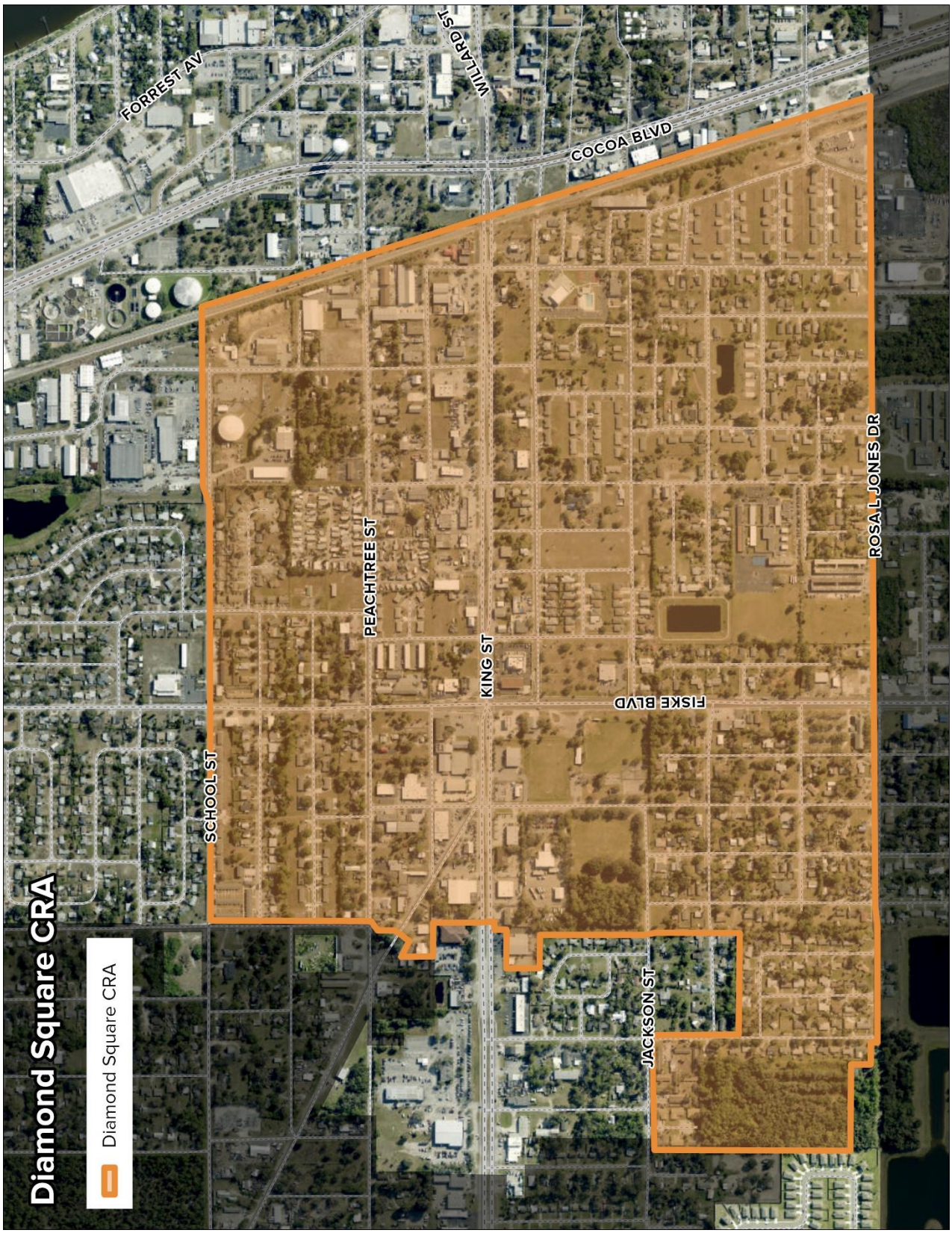
There is one Charter school within the CRA boundaries, namely, Emma Jewel Charter Academy. There is also one City-owned public facility, the Leon and Jewel Collins Museum of African American History and Culture at the Harry T. Moore Center. *Please refer to Map J*.

Parks

The CRA has three urban district parks within the CRA boundaries. Much of the CRA is within a ¼ mile – or 10-minute walk distance of a park. There are some residential areas, particularly in the northwest corner and along the southern boundary, that are not within a 10-minute walking distance of a park that may show an opportunity for a pocket park or some other form of open/green/blue space. *Please refer to Map K*.

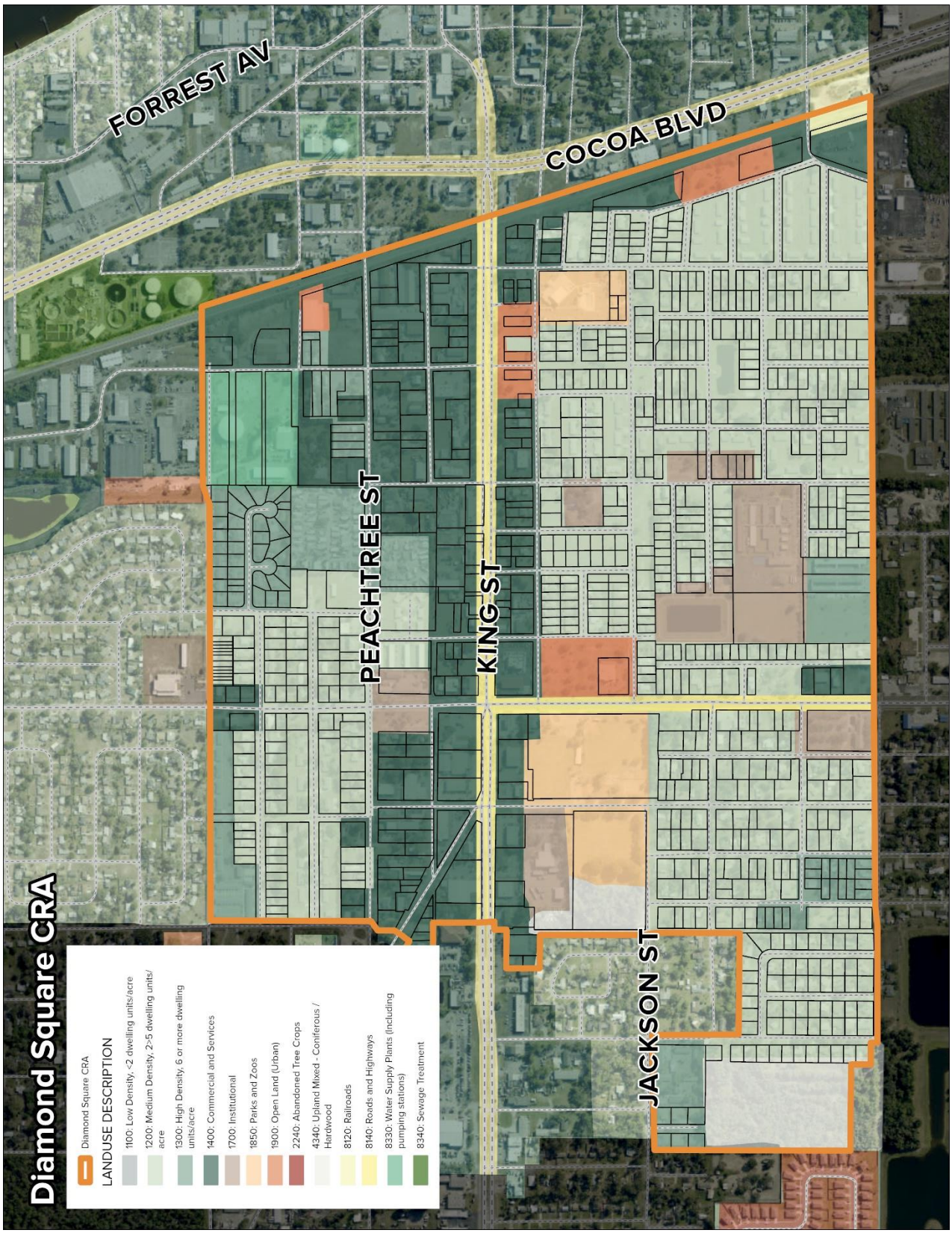
MAP SERIES

A	Context
B	Existing Land Use
C	Zoning
D	Future Land Use
E	Transportation
F	Utilities
G	Vacant Parcels
H	Government Owned Parcels
I	Emergency Services
J	Public Services & Facilities
K	Parks

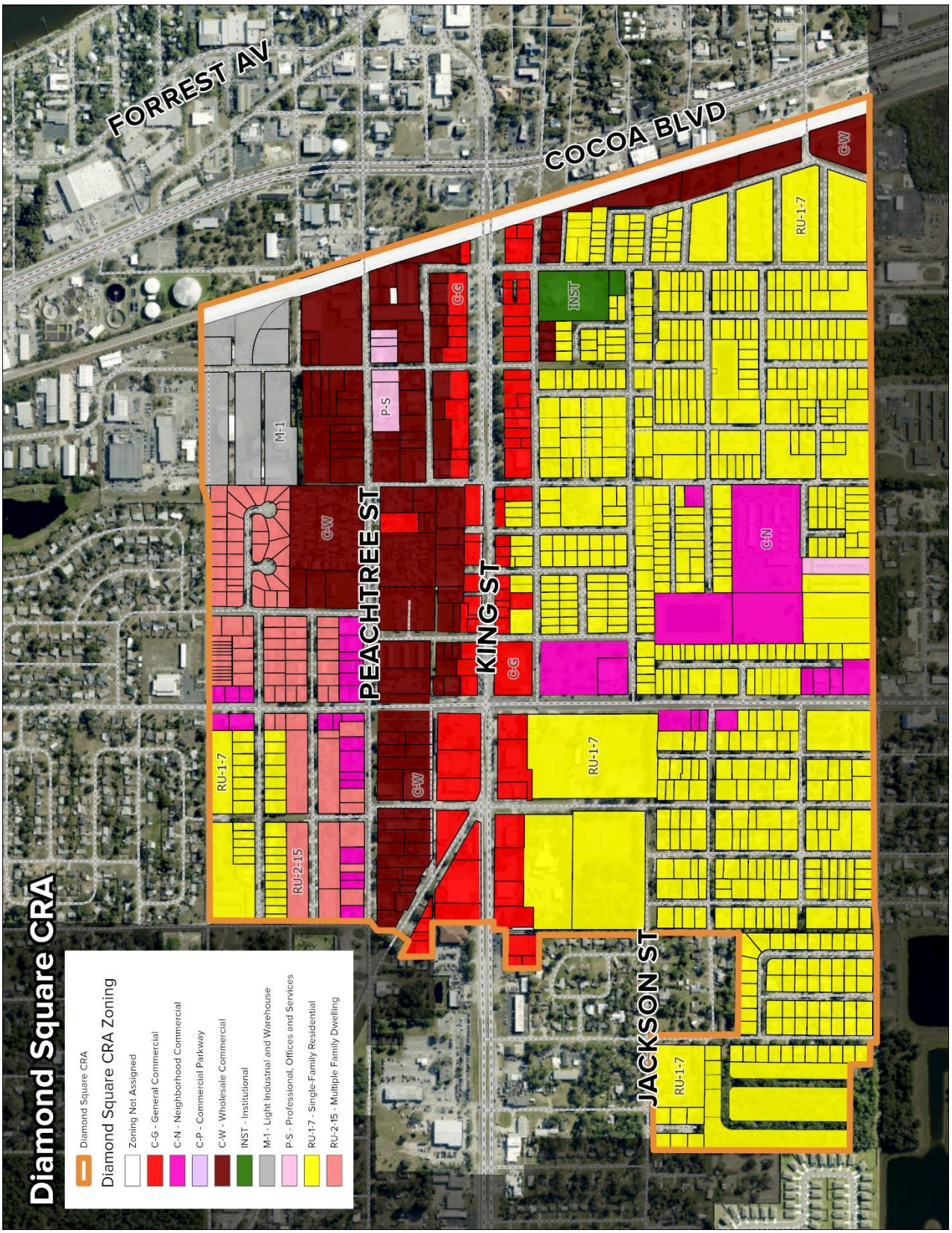

Diamond Square CRA
Diamond Square CRA
FORREST AV
WILLARD ST
COCOA BLVD
ROSA L JONES DR
PEACHTREE ST
KING ST
FISKE BLVD
SCHOOL ST
JACKSON ST

A – CONTEXT

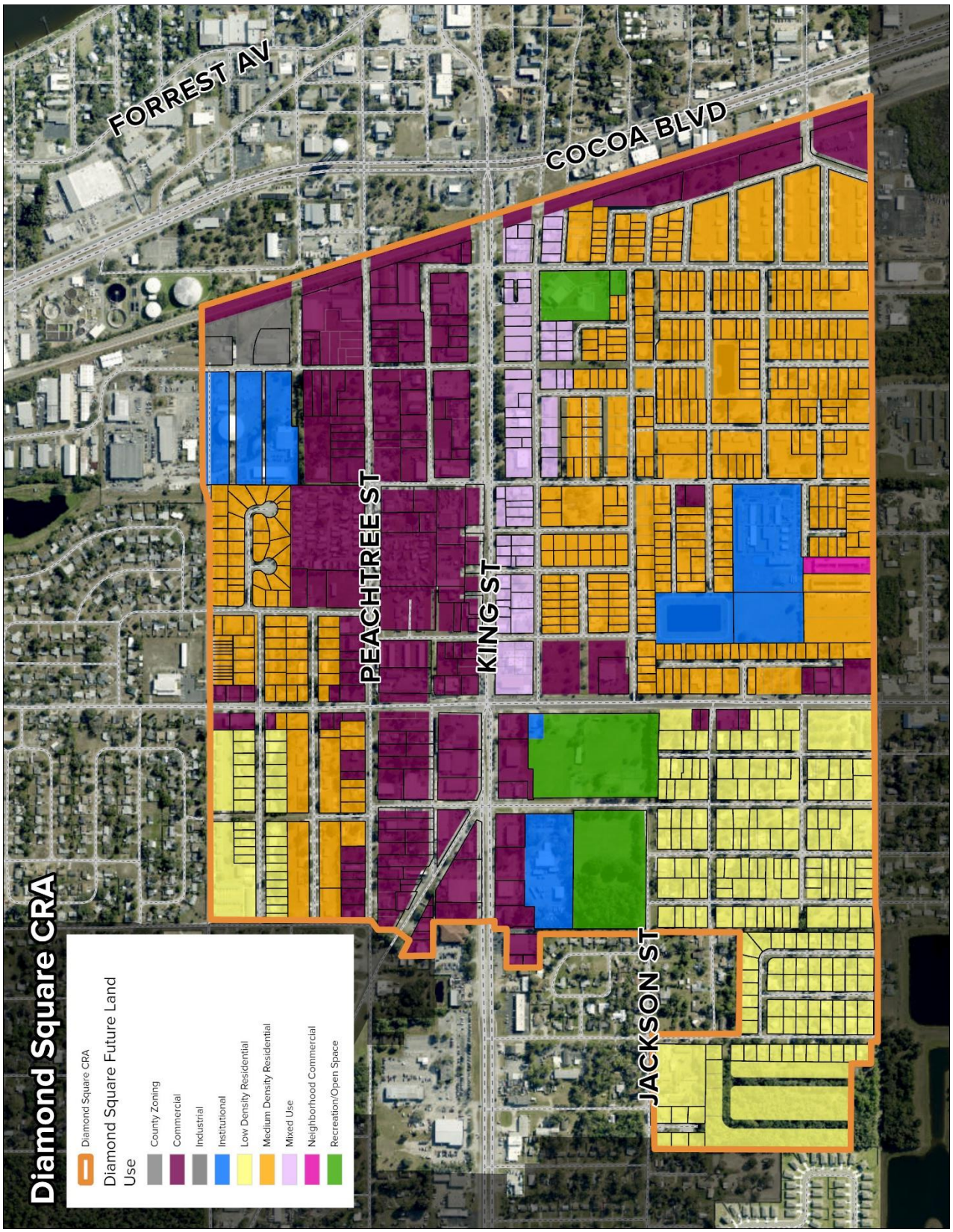
B- EXISTING LAND USE

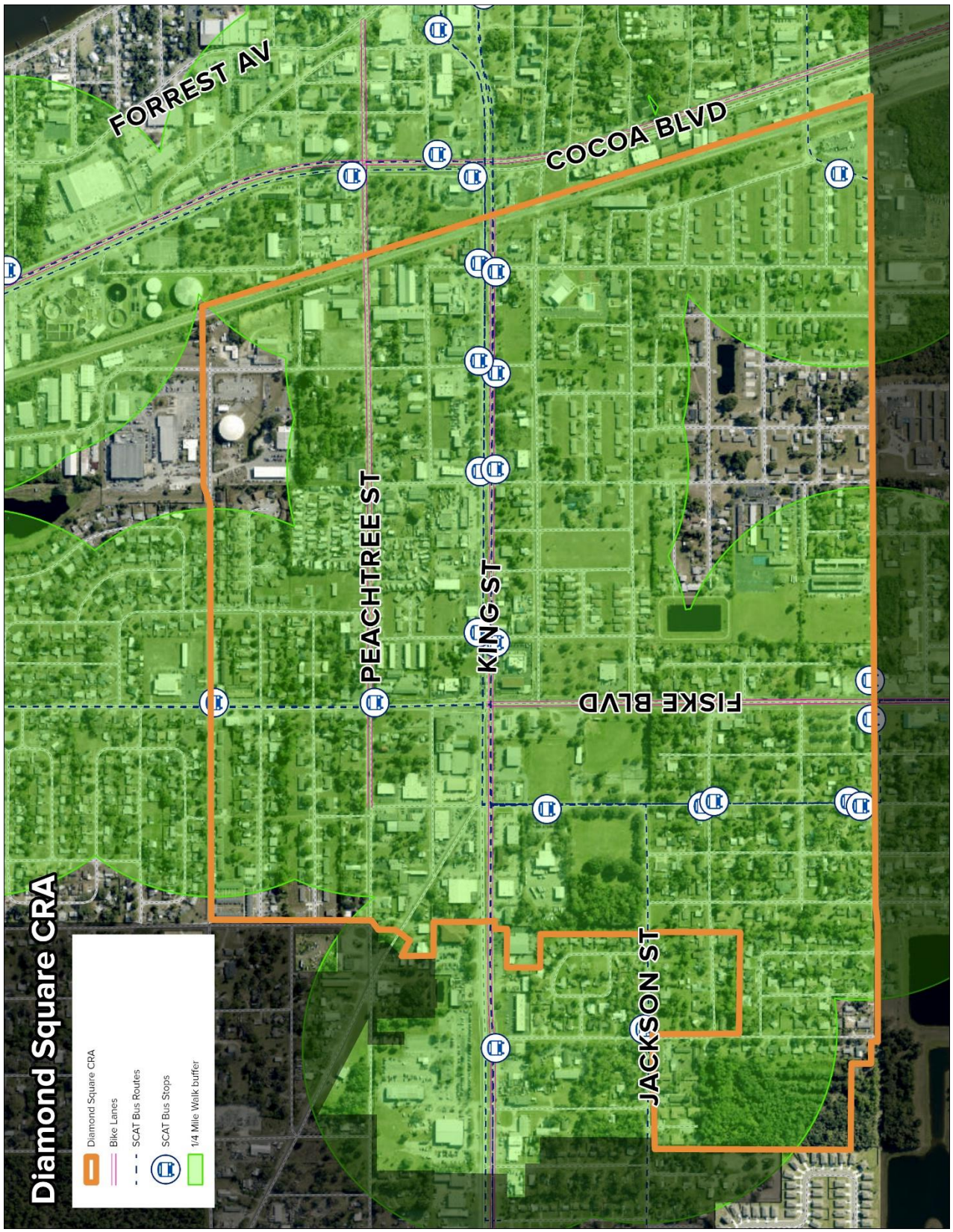


C - ZONING

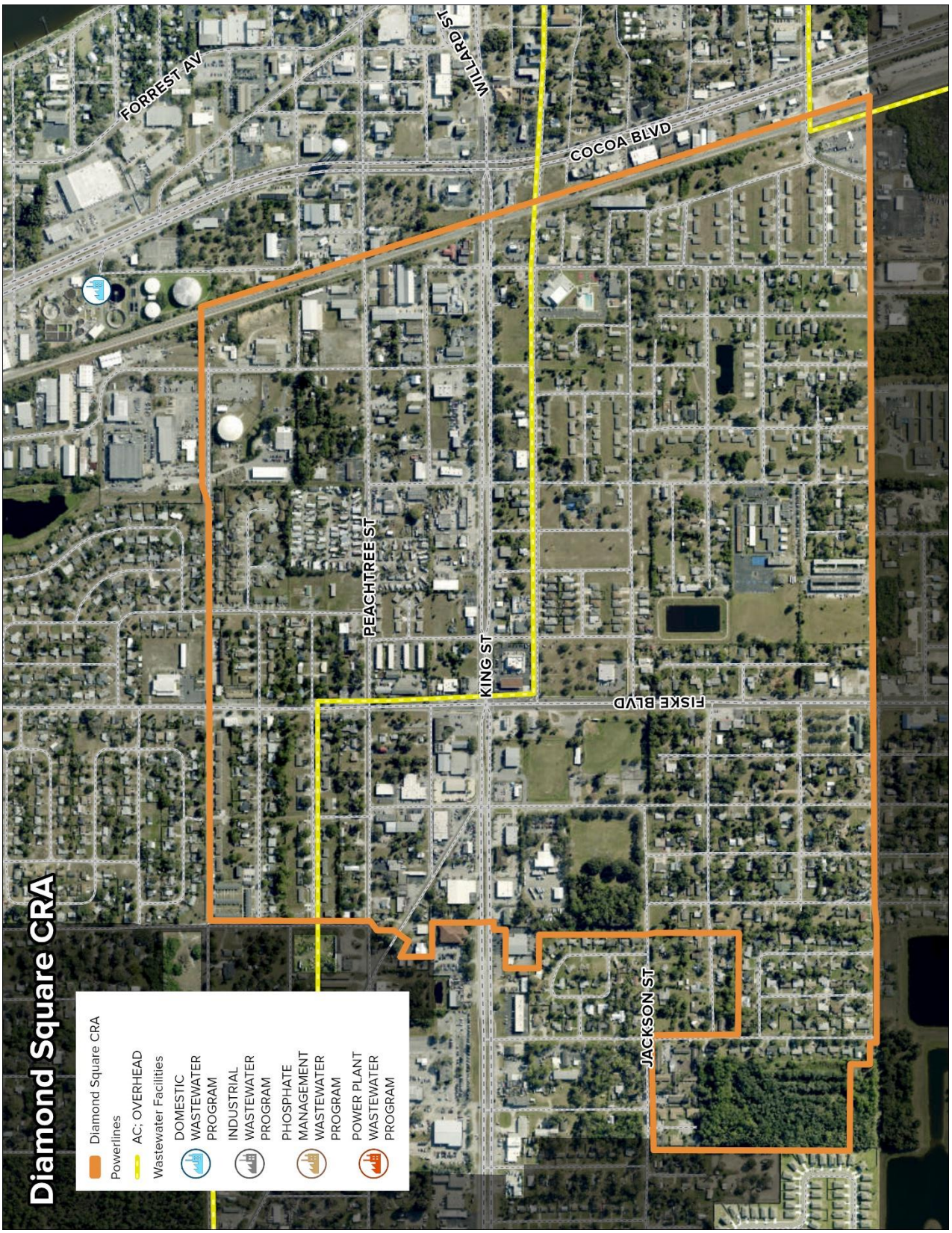

Diamond Square CRA
Diamond Square CRA
Diamond Square CRA Zoning
Zoning Not Assigned
C-G - General Commercial
C-N - Neighborhood Commercial
C-P - Commercial Parkway
C-W - Wholesale Commercial
INST - Institutional
M-1 - Light Industrial and Warehouse
P-S - Professional, Offices and Services
RU-1-7 - Single-Family Residential
RU-2-15 - Multiple Family Dwelling
FORREST AV
COCOA BLVD
PEACHTREE ST
KING ST
JACKSON ST
M-1
P-S
G-G
C-W
INST
C-N
RU-1-7
RU-2-15

D – FUTURE LAND USE

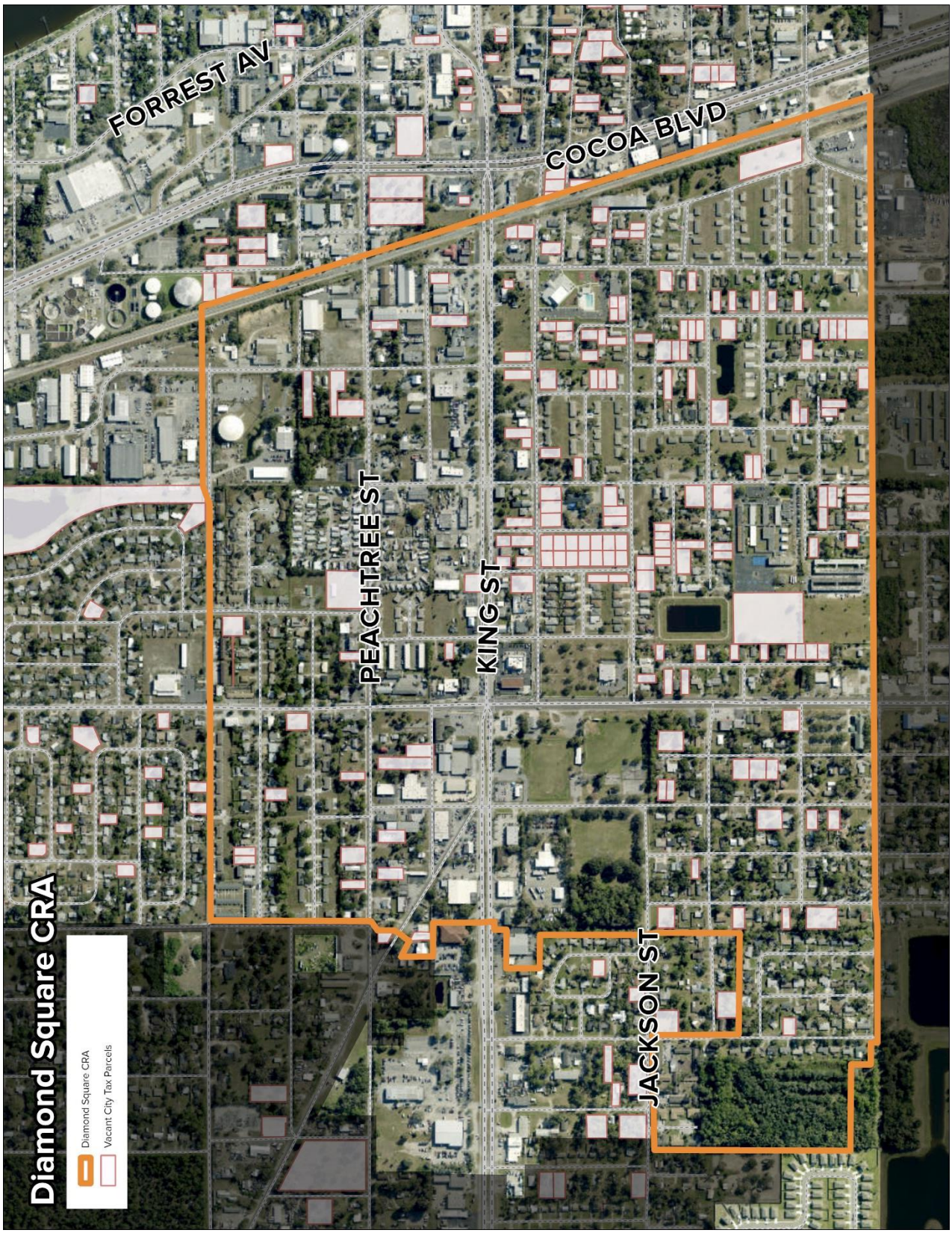



FORREST AV
COCOA BLVD
PEACHTREE ST
KING ST
FISKE BLVD
JACKSON ST
Diamond Square CRA
Diamond Square CRA
Bike Lanes
SCAT Bus Routes
SCAT Bus Stops
1/4 Mile Walk buffer

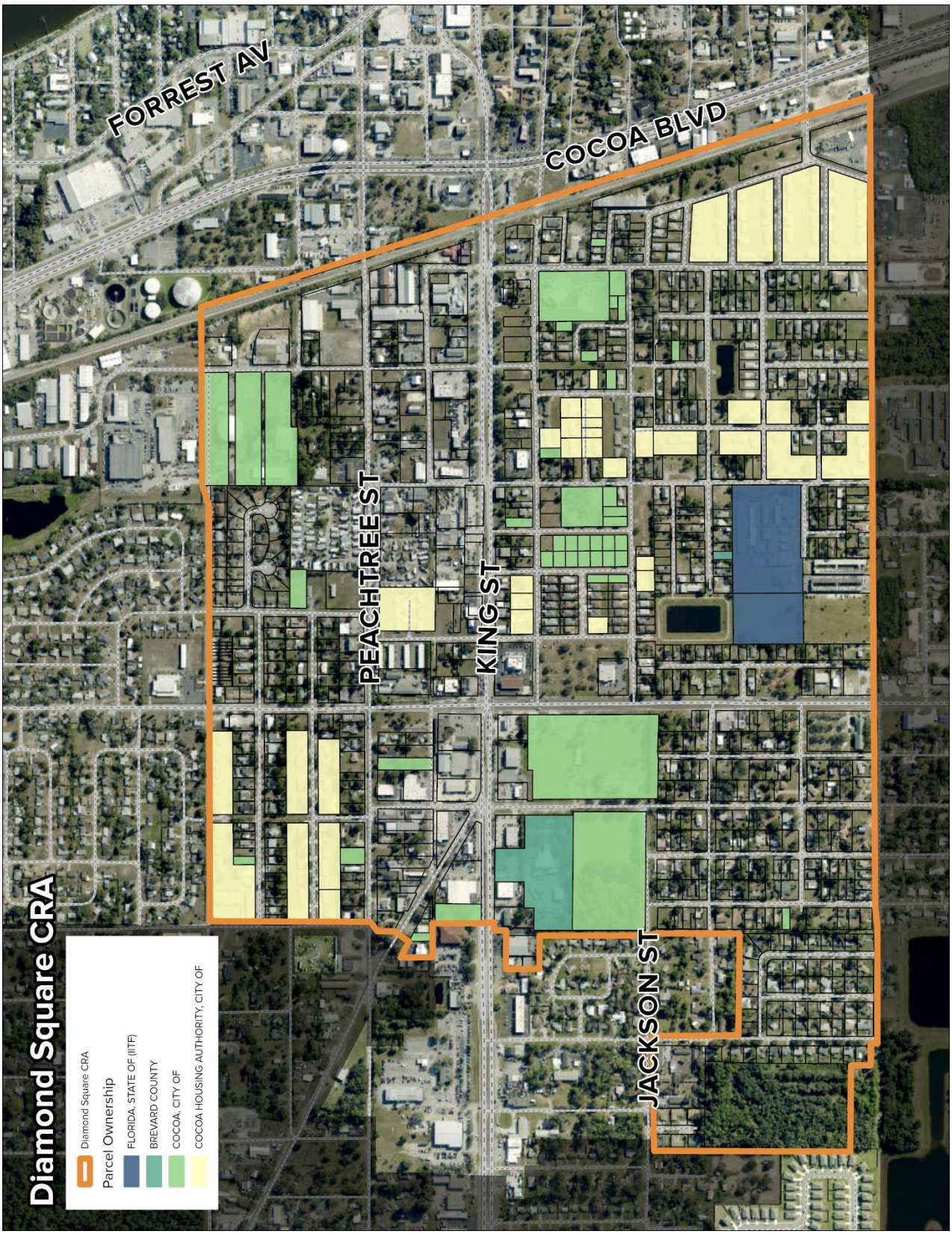
F – UTILITIES


Diamond Square CRA
Diamond Square CRA
Powerlines
AC; OVERHEAD
Wastewater Facilities
DOMESTIC WASTEWATER PROGRAM
INDUSTRIAL WASTEWATER PROGRAM
PHOSPHATE MANAGEMENT WASTEWATER PROGRAM
POWER PLANT WASTEWATER PROGRAM
FORREST AV
WILLARD ST
COCOA BLVD
PEACHTREE ST
KING ST
FISKE BLVD
JACKSON ST

G – VACANT PARCELS

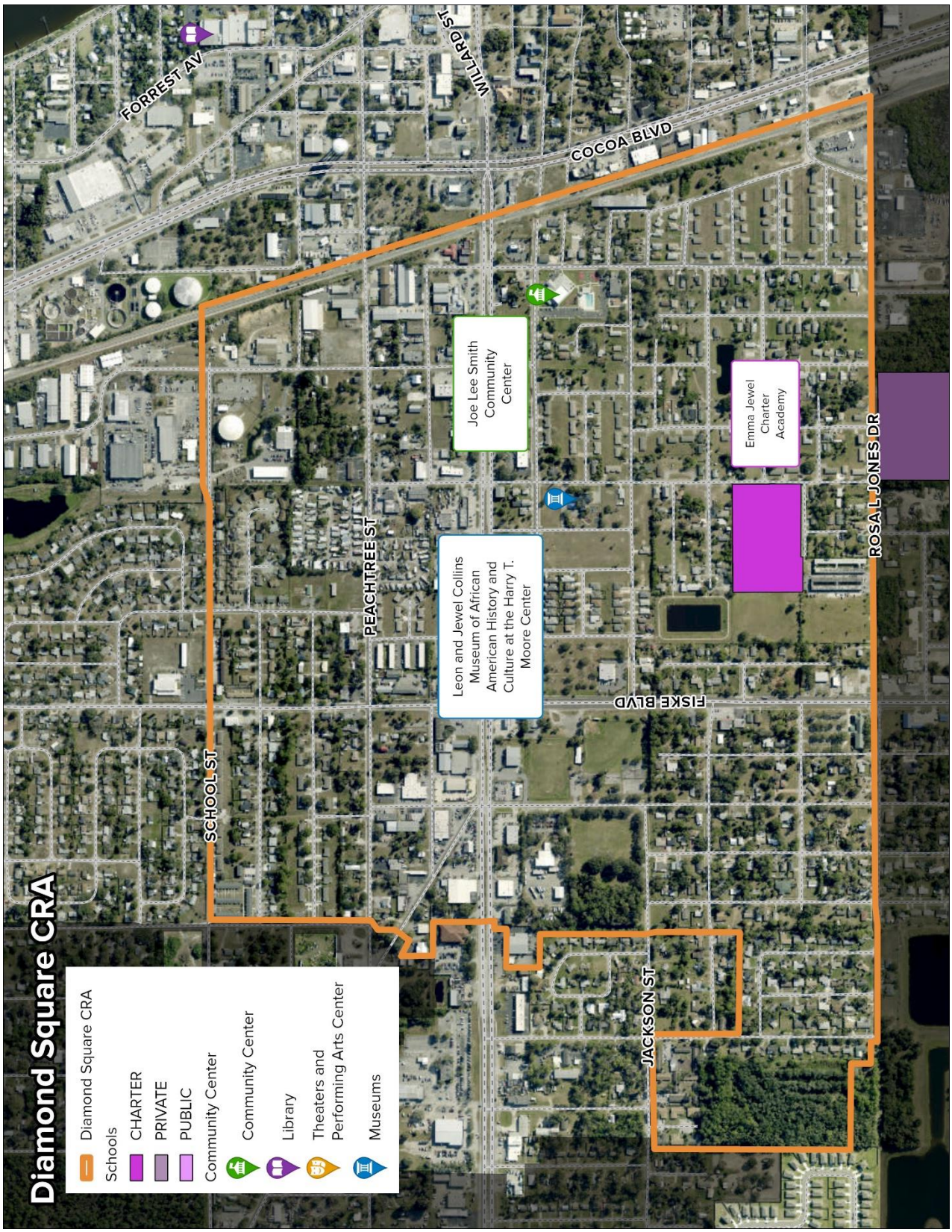


H – GOVERNMENT OWNED PARCELS



I – EMERGENCY SERVICES

J – PUBLIC SERVICES & FACILITIES



K - PARKS


Diamond Square CRA
Diamond Square CRA
Parks
Community Park
Conservation/Outdoor Recreation
County Park
Neighborhood Park
Urban District Park
10 Minute Walking Distance to Parks
Carl E. Anderson Park
Carmalt Park
Fern and Prospect Park
Tiger Den Native Park
Peachtree Park
Provost Park
Joe Lee Smith Park
FORREST AV
WILLARD ST
COCOA BLVD
PEACHTREE ST
KING ST
FISKE BLVD
JACKSON ST

Diamond Square Community Redevelopment Area

Progress Report

November 11, 2024

TO:	Ryan Browne, Cocoa Redevelopment Coordinator
FROM:	Laura Canary, Inspire Project Manager
CC:	Charlene Neuterman, Cocoa Community Services Director
	Jared Beck, Inspire Director of Redevelopment
DATE:	November 11, 2024
SUBJECT:	Cocoa CRP Update Progress Report (September – October)

PROJECT OVERVIEW

Inspire is preparing an update to the Cocoa Community Redevelopment Plan. The project includes a robust public involvement plan, including virtual and in-person engagement opportunities. Inspire will utilize the assessments and insight of the local community and economic conditions gathered through the existing conditions analysis to develop a cohesive vision reflective of the shared community values, objectives and goals to guide the Community Redevelopment Plan Update.

SCHEDULE

This project spans roughly seven (8) months from kickoff, with the final Community Redevelopment Plan going to City Council for adoption on March 25, 2025. **Because of hurricanes, we needed to reschedule the Open House and Community Workshop and therefore there was a minor delay to the schedule.*

PROGRESS (SEPTEMBER – OCTOBER)

Project meetings are held biweekly to provide timely progress, schedule and budget updates. At the forefront of the project, and central to the public input plan, a project logo and website was developed to create a cohesive messaging and communications strategy throughout the project. The project website features a community survey and interactive map. To date the project website has had 17 visitors, nine survey responses, and one comment on the map. The project's first community meeting, an Open House, was held on September 25, 2024, from 11 am – 7 pm at the Joe Lee Smith Recreation Center. The purpose of the Open House was to explain the project and planning effort, provide an overview of the process and schedule, and discuss initial opportunities and constraints for the district.

The existing condition analysis was completed in September, and the initial findings were used to inform the Open House materials and engagement exercises. Additionally, an existing conditions base map series was developed for the Plan Update.

PROGRESS BY TASK

TASK 1- KICK-OFF & DATA COLLECTION

Task 1.1 Project Management

- Bi-weekly meetings held on 9/4, 9/18, 10/2, and 10/16

Task 2- COMMUNITY ENGAGEMENT

Task 2.3 Stakeholder Interviews

- Conducted on 9/25

Task 2.4 Community Meetings

- Open House on 9/25

Completed Deliverables:

Stakeholder Interviews on 9/25

TASK 3- EXISTING CONDITIONS & TRENDS ANALYSIS

- Analysis and summary completed on 9/26

Completed Deliverables:

Existing Conditions Summary - Tech Memo #2

TASK 4- COMMUNITY REDEVELOPMENT PLAN UPDATE

- Outline, Document Template and History

ACTION ITEMS/ NEXT STEPS

Plan Development

Diamond Square Community Redevelopment Area

Public Engagement Memo

October 15, 2024

TO: Ryan Browne, Project Manager, Redevelopment Coordinator

FROM: Laura Canary, Project Manager, Inspire Placemaking Collective

CC: Charlene Neuterman, Jared Beck

DATE: October 15, 2024

SUBJECT: Diamond Square Community Redevelopment Area – Public Engagement Summary

EVENT:

Open House
September 25, 2024
Joe Lee Smith Community Center
415 Stone St, Cocoa, FL, 32922
11:00 AM – 7:00 PM

PUBLIC NOTICE:

This event was promoted using the following outreach methods in both English and Spanish:

- City of Cocoa Calendar
- City of Cocoa Monthly E-newsletter
- Project Website: https://www.inspire-engagement.com/diamond-square-cra-plan
- Mailed postcard
- Yard sign
- Facebook: https://www.facebook.com/CityofCocoa/
- LinkedIn: https://www.linkedin.com/company/city-of-cocoa/
- Twitter / X: @CityofCocoa

PURPOSE:

An Open House was held on September 25th in the Dr. Joe Lee Smith Community Center with the goal of introducing the project team, the project scope, and gathering preliminary data on the priorities and shared vision of the community. There were approximately 15-20 attendees including residents, business owners, CRA Board members, and the Inspire and City of Cocoa project teams.

The Engagement Boards/Activities presented included the following and can be found in the Appendix of this memo:

- PowerPoint presentation
- Community Redevelopment Agencies 101
- Tax Increment Financing 101
- Where do you Live / Work / Play?
- CRA Prioritization board
- What would you like to see in the Community Redevelopment Area?
- Placemaking in the Community Redevelopment Area should feature…
- Share Your Thoughts…

WHAT WE LEARNED:

The **Live / Work / Play** board prompts participants to discuss with the project team if they live in the CRA and for how long, if they work in the area or own a business in the CRA, and what attracts them to the CRA otherwise. We learned that several attendees both live and work within the CRA, or just outside of the boundaries. Participants often visited Provost Park or Joe Lee Smith Community Center for recreation or regularly attended one of the many churches within the CRA. Many attendees also noted that they often visit the Cocoa Historic Village for leisure.

The **Prioritization** board asked participants what the Agency should prioritize, which resulted in the following ranking:

1. Public Spaces
2. Housing options
3. Infill development
4. Attracting visitors
5. Resilience

Participants felt very strongly about wanting better placemaking within the CRA, in addition to safer street design. Participants also felt there was a lack of housing options, denoting single-family housing as not satisfying the demand for missing middle housing, as well as a need for housing façade improvements. Next, alongside improved public spaces, participants hoped for improved commercial façades and options, including more local businesses and a grocery store in the CRA. Participants spoke to the need for infill development and improved public spaces as being crucial to attracting visitors. Lastly, participants recounted several areas where flooding is an issue and they'd like to see better utility and stormwater infrastructure.

The **Placemaking** board prompted participants preference for what kind of placemaking features they would like to see within the CRA. The board provided placemaking features that are implemented through transportation infrastructure, landscaping, public programming, or even private investment. The features were ranked as follows:

Placemaking Preferences			
1	Public Transit (8)	11	Pocket Parks (3)
2	Improved Landscaping (6)	12	Outdoor Plaza (3)
3	Family-friendly Activity Areas (5)	13	Festival Street (3)
4	Decorative Lighting (5)	14	Sports Facilities (2)
5	Cultural Signage (5)	15	Food Truck Parks (2)
6	Open-air Market/Pavilion (4)	16	Architectural Interest (2)
7	Community Center Enhancements (4)	17	Picnic Areas (2)
8	Gateway (4)	18	Public Art/Murals (1)
9	Pedestrian Walkway (3)	19	Outdoor Dining (1)
10	Walking/Biking Trail (3)	20	Corner Stores (0)

Participants noted public transit as being the area where improvements were most needed, specifically with more installations of bus shelters, benches, and service information. Several of the preferred placemaking features could be achieved through a comprehensive streetscape improvement project that would address the desire for Improved Landscaping, Decorative Lighting, Cultural Signage, Gateways, Pedestrian Walkways, Walking/Biking Trails, and a Festival Street. Equally, the desire for safe and inclusive destinations is evident as Family-friendly activity areas is the third most desired placemaking feature, along with an open-air market, pocket parks and outdoor plazas.

The **"What would you like to see in the CRA…"** board extended beyond just placemaking features, and more into focus areas including local businesses, programming, and mobility preferences. The "Neighborhood Improvements" segment affirmed the community's desire for an improved public realm through street trees, lighting, and landscaping, as well as the strong desire for housing options beyond single-family housing. Additional comments included the need for proactive preventative crime deterrent design strategies in the public realm.

The "Local businesses" segment indicated a strong desire for health facilities, as well as storefront façade improvements. Notably, corner stores did not receive any votes both in the placemaking features board and this board – this is due to the perception that the existing corner stores are often attracting unwanted behavior thereby deterring visitors in the area. Crime Prevention Through Environmental Design (CPTED) design principles should be integrated throughout the CRA.

The results of the "Programming" segment leaned more towards organized and programmed features such as a farmer's market and community events rather than open/self-guided features such as parks & open space, or a community garden. This may be due to the existing large areas of land being widely underutilized or vacant, and a concern of open spaces ultimately being unkept or attracting unwanted behavior. Additionally, participants noted most events that residents attend occur outside of the Diamond

Square CRA boundaries. The desire to have events or destinations that residents can walk and bike to was mentioned by participants on multiple occasions.

Lastly, the "Mobility" segment reaffirmed the community's desire for improved bus stop facilities and services. The participants noted a widespread desire for safer pedestrian infrastructure that included protected crosswalks, wider sidewalks, and protected bike paths, particularly along larger corridors.

The **Share Your Thoughts** was an open-ended board that allowed participants to leave general comments. Many of the comments speak to consistent themes such as the need for affordable housing, general neighborhood maintenance, concerns of safety, and a desire for more destinations. The comments were as follows:

- Neighborhood watch
- Affordable housing with amenities to support the community
- Intergenerational public spaces & programming
- Complete the road work
- Businesses need to paint and keep up exterior façade
- Grocery store
- Owner-occupied housing
- Restaurants
- Medical facility
- Bring a local college hub to the area

STAKEHOLDER INTERVIEWS:

Several stakeholder interviews were conducted during the Open House held on September 25th, 2024 at the Dr. Joe Lee Smith Community Center. When describing the Diamond Square Community Redevelopment Area (CRA), stakeholders recount the Diamond Square CRA as having once been a vibrant neighborhood with restaurants, businesses, and visitor attractions. Some stakeholders attributed the decline in Diamond Square to the urban renewal movement, which led to businesses closing, residents being displaced, as well as deterioration and crime.

However, stakeholders felt that in recent years, the CRA board has been productive, and successful in coining new opportunities and listening to the residents. Residents are beginning to notice growth and improvements made throughout the CRA and have begun to rebuilt trust, although stakeholders agreed there was still work to be done. Multiple stakeholders mentioned that **improvements in publicity of the many programs and opportunities the City and CRA have to offer will help to continue rebuilding trust with Diamond Square residents** and thereby improve the perception of the neighborhood. Stakeholders pointed out the **need for capacity building and establishing partnerships with other organizations to secure funding and support long-term goals**.

There is strong support for the various community organizations that serve as pillars in Diamond Square. **Operation New Hope**, for example, was mentioned for its role as a one-stop shop for residents seeking assistance. Another key asset is the **Leon and Jewel Collins Museum of African American History and**

Culture, which plays an important role in celebrating and preserving the community's rich history. The **Joe Lee Smith Community Center** was mentioned positively by several participants, particularly for the youth programs it offers. Local parks—**Provost Park** and **Gilmore Community Park**—were recognized as important public spaces, albeit could benefit from additional amenities, increased safety measures, and more programming to better serve the needs of all age and ethnic groups present in the Diamond Square CRA.

A significant focus was placed on housing for many reasons. The community members expressed pride in the Residential Paint and Beautification Grants, the First-Time Homebuyer Assistance Program, as well as the Michael C. Blake subdivision, which offers affordable housing. Residents recognized the potential for these programs to make a significant impact but also highlighted the need to increase awareness and participation. However, one notable challenge discussed was the lack of age diversity in the neighborhood. Many younger residents had moved away, partly due to affordability issues, but also because the area lacks housing types that appeal to them. This issue had re-emerged as there seems to be renewed interest for younger generations to return or stay in the neighborhood. The majority of the CRA's housing stock is single-family residential so there is a **strong desire and need for missing middle housing options**, such as townhomes, duplexes, live-work units, and multifamily buildings that can accommodate a diverse range of age, income levels, and household sizes. Further, residents are interested in **programs and partnerships that will help them increase incomes**, enabling more people to afford housing within the CRA. They suggest that the CRA should look into partnerships with schools, organizations, and businesses to create opportunities for local residents to build skills and access higher-paying jobs.

Another issue raised was the **lack of awareness and proper dissemination of information regarding the programs and opportunities** offered by the City and CRA. Many stakeholders indicated that while there are good programs in place, residents often don't know about programs or how to access them. This information gap was especially concerning for the elderly population, with some suggesting that a lack of technological literacy may be a barrier to reaching this demographic. Stakeholders also mentioned a lingering distrust in the CRA, stemming from a history of perceived lack of transparency regarding how the CRA and City operate. To address these concerns, several participants recommended **leveraging the network of churches and other community organizations within the neighborhood as trusted sources** for sharing information about programs and events occurring in the community.

Residents are eager to see an increase in sit-down restaurants, both chain and local, retail options, as well as other supporting businesses such as a bank and healthcare facility. In terms of recreation and public spaces, residents are looking for additional amenities such as a **community pool**, more **programmed events** in the parks, and safer, more engaging spaces for teens. High school dropout rates and increasing involvement of young people in problematic behavior were raised as concerns. Stakeholders stressed **the need for more recreational and educational programs that could engage youth, encourage positive community involvement, and provide alternatives to undesired behavior**. There is a desire to see more **entertainment options**, including a **movie theater** and spaces for music and community festivals—particularly **jazz, Latin, and gospel** events. The **return of the MLK and Juneteenth festivals** was also mentioned as an important cultural event that should be brought back to the community. Overall, residents hope to have more intergenerational entertainment opportunities within walking distance in their community.

The absence of sufficient commercial development was identified as a critical barrier to neighborhood revitalization. There is a clear need for more businesses to be located in the CRA, but many stakeholders noted that the **existing building stock and lack of mixed-use zoning and other development regulations limit opportunities for commercial growth**. Additionally, several business owners are **not maintaining their properties, leading to vacant storefronts, overgrown lots, and a general sense of neglect**. This, in turn, affects the overall perception of the CRA, deterring new businesses and residents from entering the area. Loitering and unwanted activity in front of businesses was also highlighted as a challenge that affects safety and makes it difficult for the community to attract visitors or new businesses.

While there is a clear vision for the kinds of businesses and amenities residents want, there were also strong objections to certain types of establishments. The community expressed a strong desire to avoid alcohol establishments, gas stations, hookah bars, smoke shops, corner stores, car washes, service stations, and marijuana dispensaries, all of which were seen as potentially contributing to unwanted activities and loitering. Residents are looking for businesses that contribute to the community's vibrancy rather than detract from it.

Several stakeholders raised concerns about crime, loitering, and homelessness within the neighborhood, contributing to a negative perception of the CRA. One approach to enhancing the community's safety and perception was the **use of Crime Prevention Through Environmental Design (CPTED) principles**, which focus on designing the built environment in ways that naturally deter criminal activity. This could include improvements such as better lighting, increased visibility, and maintaining well-kept properties. Beautification efforts and improved property maintenance were also suggested as effective strategies to not only enhance the neighborhood's aesthetic appeal but also **foster a greater sense of pride and ownership among residents**. While some residents have received grants for home improvements, many others, particularly senior homeowners, continue to struggle with maintaining their properties.

Transportation and connectivity were also highlighted as important areas for improvement. There is a need for more **bus stops**, an upgraded **bus depot**, and additional **bus shelters** to enhance access to public transportation. The community also expressed interest in having more **pedestrian-friendly commercial corridors** and the potential for **mixed-use development** along key streets such as King Street, Rosa L. Jones Drive, and Stone Street, which was once the commercial hub for the neighborhood. There is also a specific concern about safety along Fiske Boulevard, particularly at major intersections like SR 520 (W. King St.) and Peachtree St., which could benefit from a **Complete Streets redesign** to achieve improved safety, walkability, and make the public realm more inviting and accessible for all ages. It's important to note that Peachtree St. was redesigned as a Complete Street in 2015, and Stone St. was upgraded to a Complete Street in 2018. Before these projects, the streets lacked sidewalks and connectivity.

In conclusion, while Diamond Square faces some challenges, stakeholders are hopeful that with continued **targeted investments and efforts** in communication, housing options and affordability, public realm enhancements, business attraction, and capacity building, the **CRA can restore its potential as a vibrant and thriving community**.

Diamond Square Community Redevelopment Area

Open House Materials & Public Input

September 25, 2024

JOIN US FOR AN OPEN HOUSE!



Join us for a Diamond Square Community Redevelopment Agency (CRA) Open House. Members of the community are invited to learn about the CRA, the Community Redevelopment Plan update, and provide input on types of projects and programming they would like to see in the Diamond Square Community Redevelopment Area.

September 25, 2024

11 am - 7 pm

Joe Lee Smith Community Center
415 Stone St., Cocoa, FL 32922

Visit the project website to learn more!

SCAN HERE!

www.inspire-engagement.com/diamond-square-cra-plan

City of Cocoa
Community Services Dept.
ATTN: Ryan Browne
65 Stone St.
Cocoa, FL 32922

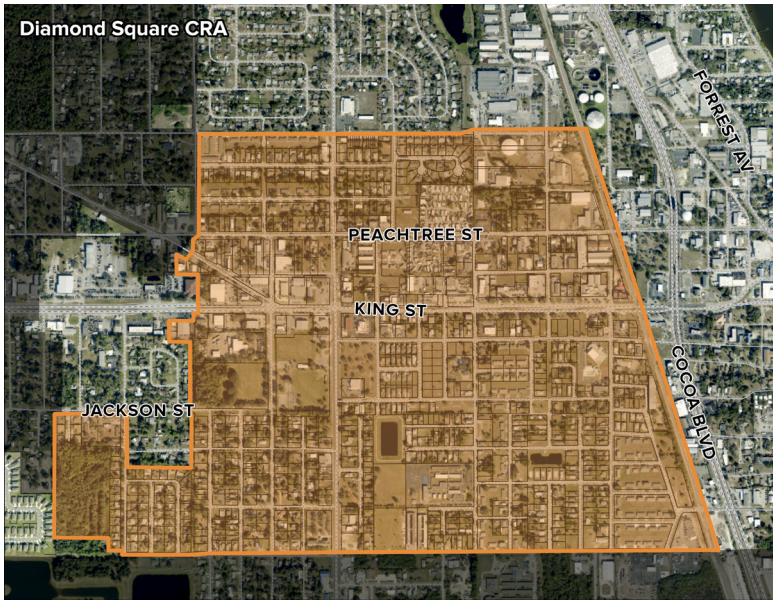
DIAMOND SQUARE
HISTORIC COMMUNITY

Diamond Square CRA Redevelopment Plan Open House

Diamond Square Community Redevelopment Agency

CRA Established: March 1998
CRA Size: 431 acres
Operational Timeframe: Sunsets in 2032

CRA establecido: *Marzo de 1998*
Tamaño del CRA: *431 acres*
Agencia Termina: *2032*



What is a CRA?
An agency whose goal is to improve defined areas by reinvesting local property tax revenue in the area. A CRA benefits the entire community by eliminating blight, building wealth, & addressing the quality and inclusiveness of growth.

¿Qué es una Área de Reurbanización Comunitaria (CRA)?
Una Agencia cuyo objetivo es mejorar áreas designadas a través de reinvertir los impuestos de propiedad locales del área. El CRA beneficia a la comunidad eliminando el deterioro urbano, generando riqueza, y mejorando la calidad y la inclusividad del desarrollo.

CRAs address the presence of:
blight, deterioration, and economic underdevelopment in specific regions. They focus on revitalizing areas suffering from issues like substandard infrastructure, inadequate housing, high crime rates, and economic stagnation. The goal is to encourage investment, improve living conditions, and stimulate economic growth in these designated areas.

Las CRA's abordan la presencia de:
la degradación, el deterioro urbano y el subdesarrollo económico en regiones específicas. Se centran en revitalizar zonas que sufren problemas como infraestructuras deficientes, viviendas inadecuadas, altos índices de delincuencia y estancamiento económico. El objetivo es fomentar la inversión privada, mejorar las condiciones de vida y estimular el crecimiento económico en esas zonas.

Diamond Square CRA Redevelopment Plan Open House

How does a CRA address these issues?
By creating a Community Redevelopment Plan that guides the use of Tax Increment Financing (TIF) to pool local property tax revenue and spend it in a way that addresses the specific needs of the designated area..





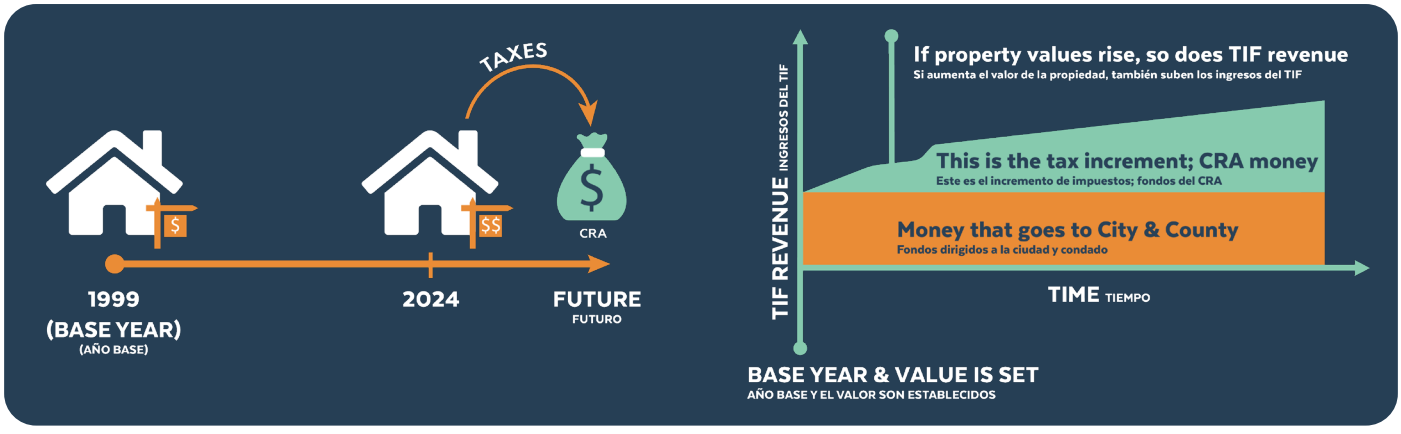
¿Cómo responde la Agencia a estos temas?
Mediante la creación de un Plan de Reurbanización Comunitaria que oriente el uso del Financiamiento del Incremento de Impuestos (TIF) para reunir los ingresos de impuestos de propiedades locales y utilizarlos para abordar las necesidades específicas del área designada.

What is Tax Increment Financing (TIF)?

- As property values within the CRA boundaries increase over time, the additional property tax revenue collected is referred to as the "TIF" and funds the projects established in the Community Redevelopment Plan.
- TIF funded projects and programs encourage private sector investment within the CRA

¿Que es el Financiamiento de Incremento de Impuestos (TIF)?

- *A medida que el valor de las propiedades dentro de los límites de la CRA aumenta con el tiempo, los ingresos de impuestos adicionales sobre la propiedad recaudados se denominan "TIF" y financian los proyectos establecidos en el Plan de Reurbanización de la Comunidad.*
- *Los proyectos y programas financiados por el TIF fomentan la inversión del sector privado dentro del CRA - las inversiones privadas generalmente siguen a las inversiones públicas /del CRA*



CRA 101



CRA 101



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DIAMOND SQUARE HISTORIC COMMUNITY EST. 1999

CRA PLAN UPDATE DIAMOND SQUARE

Inspire PLACEMAKING COLLECTIVE

CRA 101

CRA's address the presence of:

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DIAMOND SQUARE HISTORIC COMMUNITY Est. 1999

CRA PLAN UPDATE DIAMOND SQUARE

Inspire PLACEMAKING COLLECTIVE

CRA 101



How does a CRA address these issues?

By creating a Community Redevelopment Plan that guides the use of Tax Increment Financing (TIF) to pool local property tax revenue and spend it in a way that addresses the specific needs of the designated area.

¿Cómo responde la Agencia a estos temas?

*Mediante la creación de un Plan de Reurbanización Comunitaria que oriente el uso del **Financiamiento del Incremento de Impuestos (TIF)** para reunir los ingresos de impuestos de propiedades locales y utilizarlos para abordar las necesidades específicas del área designada.*

DIAMOND SQUARE HISTORIC COMMUNITY EST. 1999

CRA PLAN UPDATE DIAMOND SQUARE

Inspire PLACEMAKING COLLECTIVE

CRA 101

Things CRAs Can Pay For:

Cosas que puede pagar la Agencia:



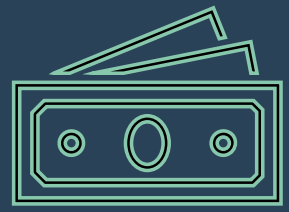
Capital Expenditures

Gastos de Capital



Incentives & Grants

Incentivos y Subvenciones



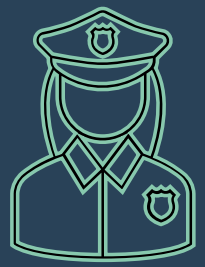
Cost Sharing / Allocation for Services

Cofinanciación y Asignación de servicios



Land Acquisition

Adquisición de Tierras



Community Policing

Vigilancia Comunitaria

DIAMOND SQUARE HISTORIC COMMUNITY EST. 1999

CRA PLAN UPDATE DIAMOND SQUARE

Inspire PLACEMAKING COLLECTIVE

CRA 101



Community Redevelopment Plan is the Blueprint of the CRA

- If a program or project is ***not*** contained in the Plan it ***cannot*** be undertaken.
- Can only do projects in the plan, in the budget, and in the CRA area.
- Strategic planning is key to carry out the plan.



El Plan de Reurbanización Comunitaria es el plan de acción para la Agencia

- *Si un programa o proyecto **no está** incluido en el Plan **no se puede** ejecutar.*
- *Sólo puede realizar proyectos que estén en el plan, en el presupuesto, y en la zona CRA.*
- *La planificación estratégica es clave para llevar a cabo el plan.*



DIAMOND SQUARE HISTORIC COMMUNITY EST. 1999

CRA PLAN UPDATE DIAMOND SQUARE

Inspire PLACEMAKING COLLECTIVE

TAX INCREMENT FINANCING (TIF)







What is Tax Increment Financing (TIF)?

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DIAMOND SQUARE HISTORIC COMMUNITY EST. 1999

CRA PLAN UPDATE
DIAMOND SQUARE

Inspire
PLACEMAKING COLLECTIVE

CRA 101



BASE YEAR & VALUE IS SET

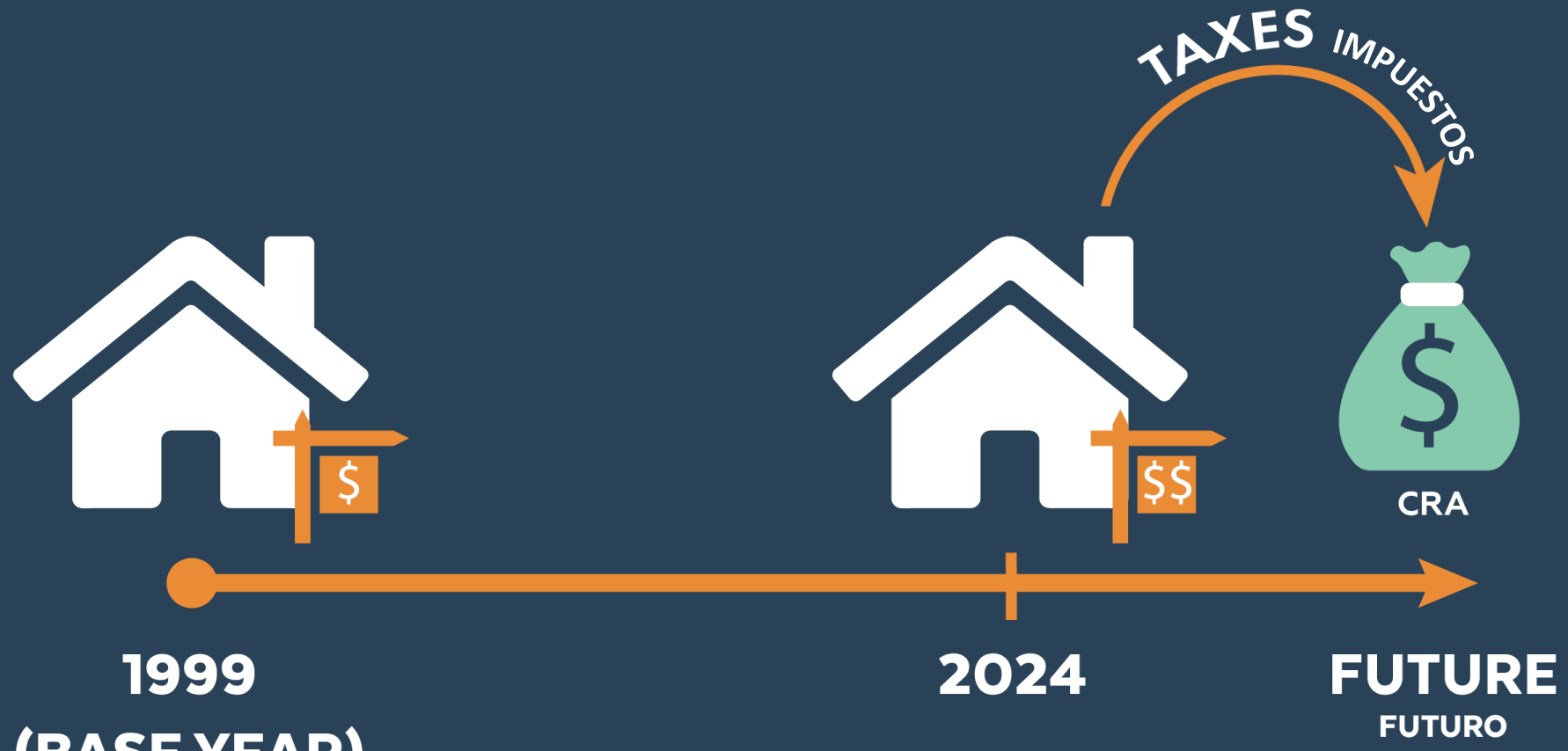
AÑO BASE Y EL VALOR SON ESTABLECIDOS

DIAMOND SQUARE HISTORIC COMMUNITY Est. 1998

CRA PLAN UPDATE DIAMOND SQUARE

Inspire PLACEMAKING COLLECTIVE

CRA 101


TAXES IMPUESTOS
$
$$
CRA
1999
(BASE YEAR)
(AÑO BASE)
2024
FUTURE
FUTURO

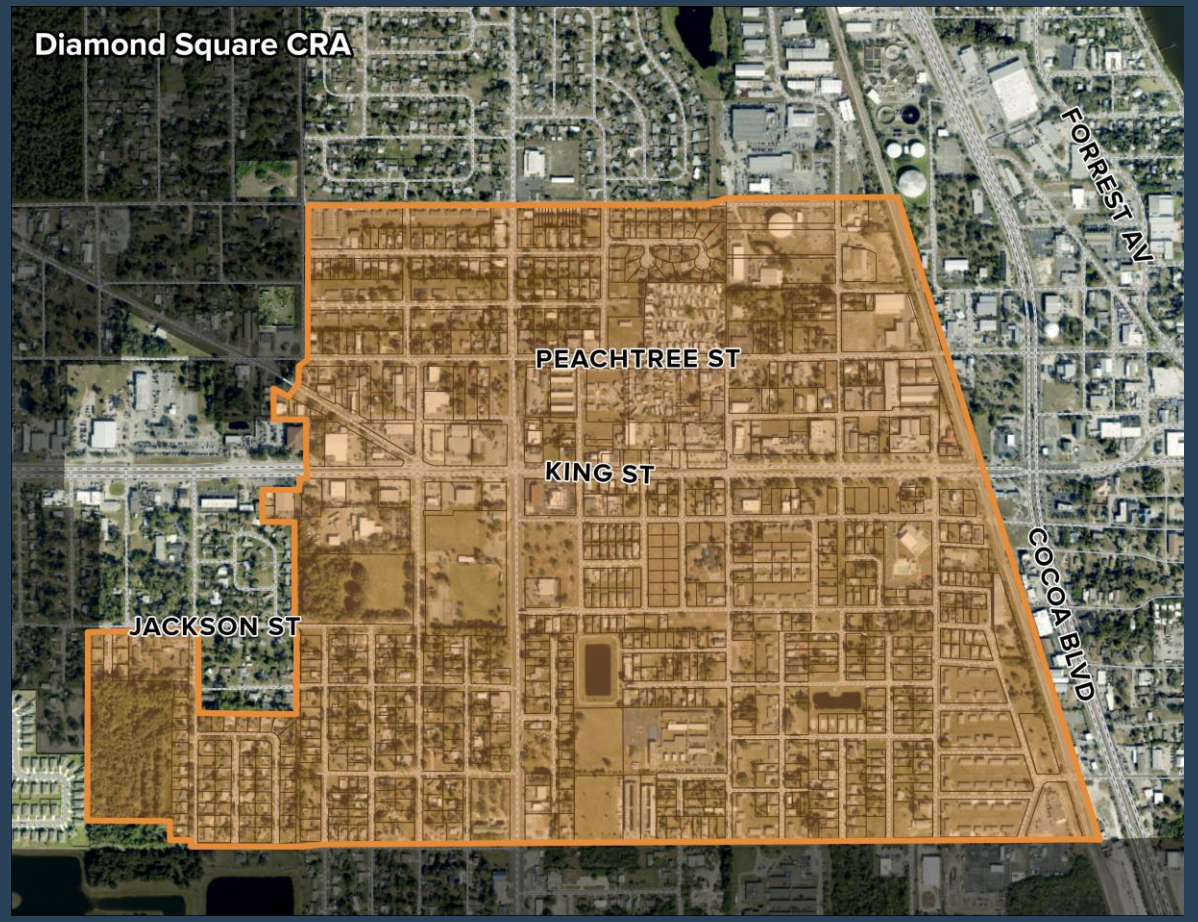
DIAMOND SQUARE CRA

Established:
March 1998

Operational Timeframe:
Sunsets in 2032

Area:
431 acres

Approximately 63 acres of vacant parcels



SIGN IN SHEET

Name (first and last)	**Email**
Tracy Moore	rcplm@bellsouth.net
~~JACK~~ Jack Beck	jbeck@inspireplacemaking.com
Ruth L. Williams	ruthie.Williams61@yahoo
Larry J. Brown	Brow3093@bellsouth.net
~~Jesse~~ Hall	Jesse@placepros.com
Gwyn S Brown	NO EMAIL
Dean Williamson	~~Dean~~ Pastordean@cocoabaptist.org
Debra Clifford	delg-1121@yahoo.com
Marilyn Ross Smith	mSmith44122@gmail.com
Lynn J. Brown	
Jackie Isom	
Tonya Robinson	

SIGN IN SHEET

Name (first and last)	**Email**
Brenda Fox	Diamond square board
RAMON RIVERA	RAMON@DIAMONDSQ.COM
THOMAS ALTIF	KAYAKSBY BO@GMAIL.COM
Crystal McQueen	crystalmcqueen@gmail.com
Anita Gibson	

DIAM. DIST.

~~Cocoa CRA~~ Community Redevelopment Plan Update

Stakeholder Interviews

September 26, 2024

INTERVIEW NOTES:

Briefly tell us about yourself and your involvement with the Cocoa CRA: Marilyn Ross Snider
Married for 32yrs, no children, fur baby, Ive Cocoa Resident for 33yrs, CRA member Almost 4yrs

The metropolitan Church - video announcement

How would you describe the Cocoa CRA?
Improving -
Being more strategic w/plans
Voice is being heard more
Starting to regain the trust of our community

Challenges:
1) Income - job opportunities offering income to afford hse purchase
2) Affordable homes

Assets:
Paint grant / facid grant
1st time homebuyer.
Inter generational

Areas of Focus:
Increasing participation in the 1st time home buyers prog
Partnering w/school + business to offer benefits D's working residents
(Ex. Operation New Hope) - one-stop shop; has infrastructure

offer benefits to increase income so residents can buy affordable housing

Desired Industries/Businesses:
Family restaurant (sit down)

Undesired Industries/Businesses:
Alcohol

Desired Amenities/Public Realm Improvements:

~~Enlarging~~ Widening sidewalks for bikes, golf carts

Additional parking at parks

Opportunities/Opportunity Sites:

Largest achievement or biggest representation of the Cocoa CRA:

Veteran Homes

Mike [redacted] Blake Subdivision

Signage -

Ideas for the Cocoa CRA:

Some churches do text alert or app notification

How would you like to describe the Cocoa CRA in the future?

Impactful
Caring
Inclusive

~~Questions~~: Stakeholders
VA
NCAAP
Masons
Top Ladies of Distinctions
sororities & fraternities
Volunteers of America - Johnny Woodberry
jwoodberry@voa-fla.org

DIAM. DIST.

~~Cocoa CR~~A Community Redevelopment Plan Update

Stakeholder Interviews

September 26, 2024

INTERVIEW NOTES:

Briefly tell us about yourself and your involvement with the Cocoa CRA:

Jackie Isom, Boardmember-Diamond CRA Advisory Board

How would you describe the ~~Cocoa~~ Diamond Square CRA?

- Productive
- Board tries to come up w/ whats next for the opportunity
- Need better outreach/communication about grants & programs provided

Challenges:

- not enough people notified about opportunities
- ~~Commer~~ lack of commercial/business
- need beautification
- homelessness
- Empty storefronts - overgrown property

Assets:

Museum - celebrating history,
Center - reaching out to kids

Areas of Focus:

- Public spaces
- commercial stores (grocery store)
- restaurants options

Desired Industries/Businesses:

- bank

Undesired Industries/Businesses:

- hookah bars
- gas stations, 7-11, dollar generals

Desired Amenities/Public Realm Improvements:

- Parks with safety measures

Opportunities/Opportunity Sites:

- ~~Commercial~~ pedestrian friendly commercial spaces
- Message Board to entice/invite visitors, let them know whats happening

Largest achievement or biggest representation of the ~~Cocoa~~ Diamond Square CRA:

- Provost Park + Gilmore Park
- Affordable + Veteran ~~Pa~~ Housing
- Pre-doing community cente

Ideas for the ~~Cocoa~~ Diamond Sq CRA:

Diamond Square

How would you like to describe the ~~Cocoa~~ CRA in the future?

- Place where to come
- enticing people to come to Diamond Square
- need entertainment

Questions:

Sat @ 1pm

Diamond Square CRA Community Redevelopment Plan Update

Stakeholder Interviews

September 26, 2024

INTERVIEW NOTES: Tracy Moore CRA Chair.

part of AECOM She created a bureau for the News in Cocoa

Briefly tell us about yourself and your involvement with the Diamond Square CRA:

Old Joe Lee Smith is still an issue - the County didn't keep it up.

Previous Plan Update - reached out to groups that usually didn't show up

1998-2032 They were able to accomplish much of what was in the Plan - Didn't accomplish: Business Incubators

How would you describe the Diamond Square CRA?

- There was a vote to potentially end the CRA (?) 2018
- They used to come out to the meetings to complain but not as much as they see the Center and the improvements

Did Accomplish
Infrastructure
Housing
Sustainability
Should be a focus.

Groups: Captain Hooks
Don't like alot of talk - like action

Transparency with Implementation

You can criticize but you still need to harmonize

A video was played that attracted many Stakeholders to the meeting. Samantha made the video.

---

* One of the Pearls of Cocoa. Still need to discover it's potential. The Community used to be vibrant with restaurants and stores. When it was designated as a CRA. We have not wiped out the Culture. The Mayor lives in Diamond Square - Diamond Square used to be where you went

Challenges:

1998-2032

*Gang and Crime was very bad here Michael C Blake homes was a housing group and it had the worst crime it was

- People are coming back in.
- Housing - multifamily
  Habitat.
  Apartments. - 524 expansion.

Assets: Community Center
Prehost Park
Jewel Collins African American Museum
PAL Program (Police Athletic League)
Seniors - long time residents/ cheerleaders

Challenges - Communication; Distrust / Capacity Building.
Partnerships $$$ - Leverage & Layer.

Areas of Focus: Seniors took advantage of the beautification program.

Businesses - Facade Program
Signage/wayfinding

Seniors - pharmacy
- games green spaces
- get them outside
- moving - and keeps them moving
little programming here
transportation for our senior
DART
~~HEART~~ can't get them over here.
Intergenerational.

Desired Industries/Businesses:

Grocery Store
Movie Theatre.
center Teen Center.
Restaurants - chain and mom and pop
-Themed Restaurants.
Hispanic Population. Interge-

Undesired Industries/Businesses:

- Smoke Shops
- Dispensaries

Desired Amenities/Public Realm Improvements:

Bus Stops
Community Pool
Sidewalks

Opportunities/Opportunity Sites:

- Stone St. - used to be the Hub
- Anything off Rosa Jones
- Maybe live/work.

Bright Line - need to coordinate connections to/from the Stop.

Largest achievement or biggest representation of the Diamond Square CRA:

This Center
The Museum
The Housing
The Homeless Village for the Veterans

Ideas for the Diamond Square CRA: Signs for Joe Lee Smith Borders - Every corner was identified by Historic Area
Lincolnville Wayfinding

How would you like to describe the Diamond Square CRA in the future?

- Younger members mix w/ young $old
- Diverse
- more $

Diversity in Professions
- lawyers
- business people
- Art

Questions:

* Need more mixed-use zoning
- Need the City to pay more attention - sometimes the community goals aren't captured as they are.
- Needs improvement.

Diamond Square CRA Community Redevelopment Plan Update

Stakeholder Interviews

September 26, 2024

INTERVIEW NOTES:

Briefly tell us about yourself and your involvement with the Diamond Square CRA:

Brenda, boardmember CRA 2024-2025
FOX

How would you describe the Diamond Square CRA?

- Good programming, need for people to take advantage of the opportunities
- Not a place people are coming to,
- appearances/facades are not great
some owners not taking care of properties

Challenges:

Assets: - Good programming + opportunities
-affordable housing
- parks. (need to update bathrooms)

Areas of Focus: - intersection of Fiske + 520, Fiske + School, Fiske + Peachtree need to be maintained, areas of business
- Controling the loitering in front of businesses (along Fiske)

Desired Industries/Businesses:
- Health facility
- Affordable homes (townhouses to rent, condos, multifamily)

Undesired Industries/Businesses:
- service stations
- car wash
- car dealerships

Desired Amenities/Public Realm Improvements:

- landscaping improvements
- bus depot
- bus stops, shelters from rain
- facade improvements (commercial + residential)
  - paint, soffits,

Opportunities/Opportunity Sites:

- Fiske + 920 vacant corners (service station + flowershop location)
- vacant area West of Juniors Holley Carbs
- Gilmore Park area - multifamily housing

Largest achievement or biggest representation of the Diamond Square CRA:

Affordable housing on Stone St from Mango Ave to Blake Ave
- missing middle

Ideas for the Diamond Square CRA:

- sidewalk gaps, street redesign
- business façade - marketing to building owners - how to get people to apply
- people dont know but when they do, they see it successful
- notifications through churches

How would you like to describe the Diamond Square CRA in the future?

- more businesses - local entrepreneur support
- planned activities for the community, sports / recreational programming for kids

Questions:

- Juneteenth festival was well attended but then moved to Downtown
- MLK in January festival
- Jazz concerts - open air, live music
- Gospel concerts

* events <u>within</u> CRA area

Diamond Square CRA Community Redevelopment Plan Update

Stakeholder Interviews

September 26, 2024

INTERVIEW NOTES:

Briefly tell us about yourself and your involvement with the Diamond Square CRA:

Larry, DS CRA Board member 2020-2028
Brown

Brow3093@bellsouth.net

How would you describe the Diamond Square CRA?

Blight - landscaping; lighting; home maintenance paint & landscaping for any

~25 vacant parcels - others will be dev'd thru affordable housing

Challenges:

Affordable housing

desemination of information - communication
- difficulties w/ access to tech/education

Assets:

Joe Lee Smith Comm. Center
Provost Park

Stigma / image that needs improvement

Crime - high school dropouts, young kids
↓ GED programs ↓ recreation

missing age 16-30 - not age diverse; on extremities

Areas of Focus:

Provost + Larry Gilmore Park -
- lighting
- bathrooms
- maintenance
- pedestrian walkway / accessibility starting from Barbara Jenkins to Stone - FDOT project

Desired Industries/Businesses:

restaurants

- better laundromats

Undesired Industries/Businesses:

- corner stores attract undesired activity
- lack of pride of ownership of stores / businesses
- better policing
- smoke shops -

Desired Amenities/Public Realm Improvements:

- make pool open times less limited (only open sundays 1-5pm)
- benches along sidewalks
- access to wifi - computer access at Joe Lee
  ~~be~~ better
  advertising of amenities

Opportunities/Opportunity Sites:

- state grants for non-profit facades
- vacant parcels - mini-park
- new community gardens - need to get word out
  ↳ another at Moore center
- farmers market

Largest achievement or biggest representation of the Diamond Square CRA:

Affordable housing
+
Female vets housing

wawa + Dollar General + Dunkin

Ideas for the Diamond Square CRA:

- yard signs, church notices
- rebuilding trust + communication
- pastors roundtable / stakeholder meeting

How would you like to describe the Diamond Square CRA in the future?

- get the same attn, place value, as Downtown does
- hands on, on the ground person
  - yard signs, on JLS electric board

Questions:

Diamond Square CRA Community Redevelopment Plan Update

Stakeholder Interviews

September 26, 2024

INTERVIEW NOTES:

Briefly tell us about yourself and your involvement with the Diamond Square CRA:

Property (commercial) owner & businesses -
George + Jessie (Reactor)

Junior

How would you describe the Diamond Square CRA?

(look @ new apartments) - 300 close to
Diamond Square -

Challenges:

Perception of Cocoa -
↳ needs to be promoted properly -
↳ should be a media campaign -

George

Assets: #1. City of Cocoa should purchase the 3 properties on Stone to railroad for aesthetics, safety, ~~[illegible]~~ & improve

Areas of Focus: ↳ allows for parking & busses.

Desired Industries/Businesses: #2. US1 & 520 Country vacant land for sale — would like to see a nice food store that caters to the community needs & have a food court — Soul food Jewish delicatessen Mexican.

Undesired Industries/Businesses:

Desired Amenities/Public Realm Improvements:

- things that improve the livability
- multi. use paths, amenities

Opportunities/Opportunity Sites: more amenities for the community, public spaces, better elements to support transit - bus stops, parks -

Largest achievement or biggest representation of the Diamond Square CRA:

Ideas for the Diamond Square CRA:

How would you like to describe the Diamond Square CRA in the future?

Questions:

Diamond Square CRA Community Redevelopment Plan Update

Stakeholder Interviews

September 26, 2024

INTERVIEW NOTES:

Briefly tell us about yourself and your involvement with the Diamond Square CRA:

her son is on the board

How would you describe the Diamond Square CRA?

- things have done ~~backing~~ backward -
- doesn't have the programming
- elderly need something to do in the night
- basically all houses so there's not really a place to open a business + land costs are too -

Challenges:

Used to be a business community —
business district on Stone & on Blake —
the city & fed gov. condemned the land
not the buildings — but displaced the
Black community —
- did this to the railroad —
- Mrs Bruns dad had a grocery, barber,
& ice house — w/ 2 apts upstairs
& had a two bedroom house in the
back —
he did well — they had a driver —
they were headed to be a wall street —
still attends the church @ Stone & Blake.
— family was there from the 1800's —
all her ancestors are buried in the
cemetery.

Assets: the churches & Schools
community kitchen -

Areas of Focus: - some drainage problems
- policing / crime reduction -
including when they have
built new homes — in Orlando
one of the apt. housing units has
been a Substation.

Desired Industries/Businesses:

Undesired Industries/Businesses:

- people need an education.

Desired Amenities/Public Realm Improvements:

- Some quality level of community services - -
  a lot of people don't know what they are eligible for

Opportunities/Opportunity Sites:

Largest achievement or biggest representation of the Diamond Square CRA:

Doesn't really feel they have been able to do a lot!

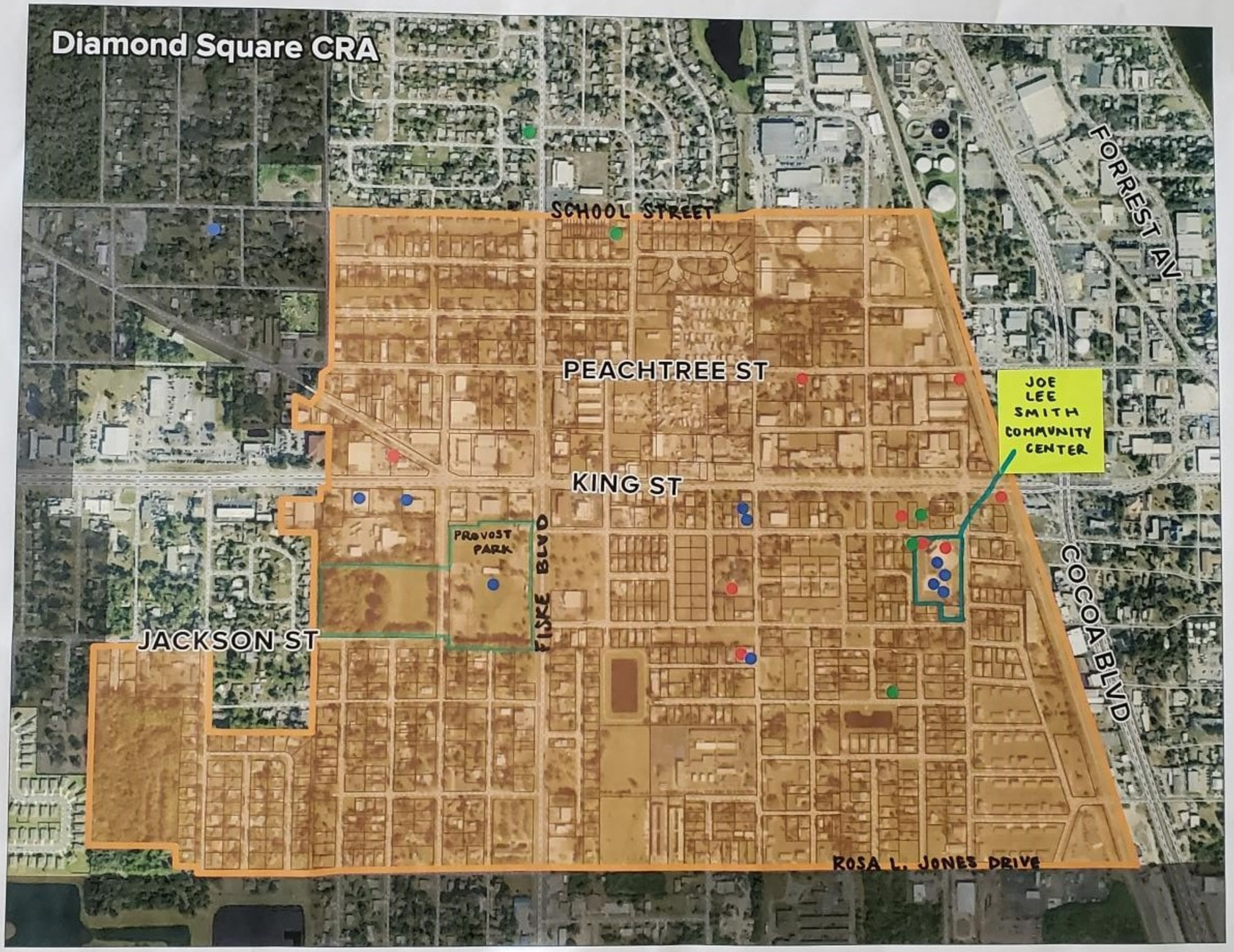
Ideas for the Diamond Square CRA:

How would you like to describe the Diamond Square CRA in the future?

Questions:

Where do you Live/Work/Play?

¿Dónde vives? ¿Trabajas? ¿Juegas?



Live
Vivir

Work
Trabajar

Play
Jugar

CRA PLAN UPDATE
DIAMOND SQUARE

New development in the CRA should be...

El nuevo desarrollo en el CRA debe ser...

Share your thoughts!

Comparta sus ideas

Neighborhood Watch

Affordable Housing with amenities supporting the community

Intergenerational Public Spaces & Programming

COMPLETE ROAD WORK

Businesses need to paint & keep up exterior

Grocery Store

Owner Occupied Housing

Medical Facility

Restaurants

Bring a local college hub to the area

CRA PLAN UPDATE

DIAMOND SQUARE

Placemaking in the Diamond Square Community Redevelopment Area should feature...

Pick your TOP 5 Choices

Elija sus 5 mejores opciones

El Área de Reurbanización Comunitaria de Diamond Square debe ofrecer los siguentes...

Open Air Market / Pavilion

Mercado Abierto / Pabellones



Community Center

Centro Comunitario



improved landscaping
- use old civic center for social services

Gateway

Portal de Entrada



Pedestrian Walkways

Caminos Peatonales



Improved Landscape

Mejora de paisajismo



Cultural Signage

Señalización cultural



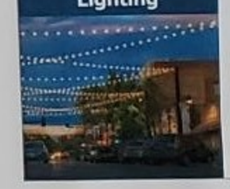
Walking/Biking Trails

Senderos para peatones y ciclistas



Decorative Lighting

Iluminación decorativa



Corn er Stores

Bodegas



Public Art/Murals

Murales y obras de arte público



Picnic Areas

Áreas para Picnic



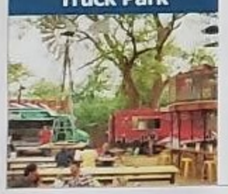
Outdoor Dining

Comedor al aire libre



Designated Food Truck Park

Áreas designadas para Food Trucks



Pocket Park

Mini-parques



Architectural Interest

Interés arquitectónico



Public Transit

Transporte público



Need shelters at bus stops

Family-Friendly activity areas

Áreas para actividades familiares



Outdoor Plaza

Plazas abiertas



Festival Street

Calle para festivales



dead end streets at railroad tracks

Sports Facilities

Centros Deportivos



CRA PLAN UPDATE
DIAMOND SQUARE

Inspire
PLACEMAKING COLLECTIVE

What would you like to see in the Diamond Square Community Redevelopment Area?

¿Qué le gustaría ver en el Área de Reurbanización Comunitaria de Diamond Square?

Pick your TOP 5 Choices

Elija sus 5 mejores opciones

Neighborhood Improvements

Mejoramiento comunitario



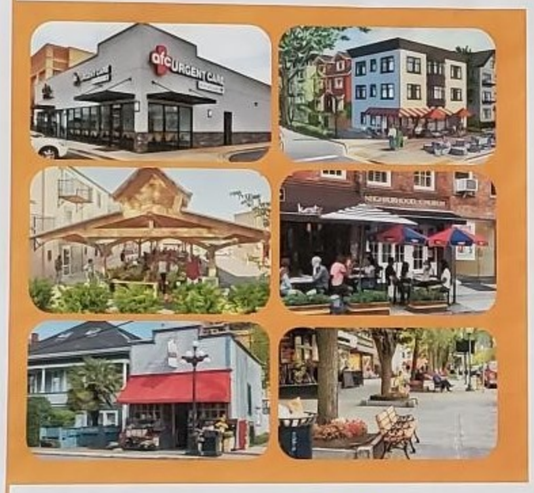
Security / crime deterrent, security guards, clamors, neighborhood watch

- ...et Trees & Lighting
  ...s y Alumbrado público
- ...ket parks
  Mini-parques
- Landscaping
  Paisajismo
- ...plex, quadplex, townhomes
  ...nda en serie, doble o cuádruple
- ...e-work opportunities
  ...ades de vivienda y trabajo combinadas

Owner-occupied

Local Businesses

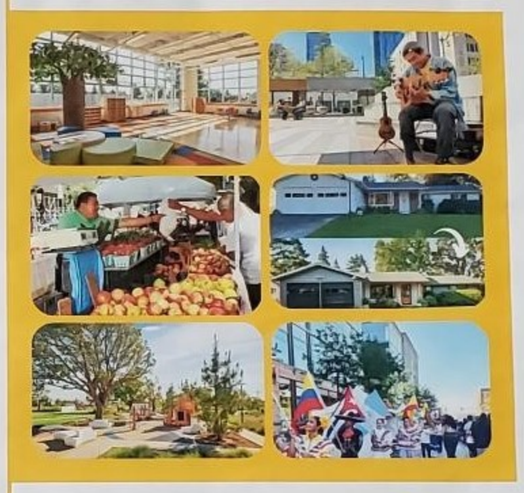
Negocios locales



- Open air markets
  Mercados abiertos
- Storefront façade improvements
  Mejoras en la fachada de los comercios
- Corner stores
  Bodegas
- Health facilities
  Centros médicos
- Public plazas
  Plazas públicas
- Variety in business types
  Variedad en los tipos de negocio

Programming

Programación



- Community garden
  Huerto comunitario
- Farmer's markets
  Mercado artesanal
- Parks & open spaces
  Parques y espacios abiertos
- Community Events
  Eventos Comunitarios
- Home façade beautification
  Embellecimiento de fachadas domésticas

Mobility

Movilidad



- Wider sidewalks
  Aceras más anchas
- Bicycle paths
  Caminos de bicicletas
- Improved bus service
  Mejor servicio de autobuses
- Improved bus stops
  Paradas de autobuses mejoradas
- Protected crosswalks
  Cruces peatonales seguros

CRA PLAN UPDATE
DIAMOND SQUARE

Inspire
PLACEMAKING COLLECTIVE

The CRA should prioritize...

El CRA debe priorizar...

Resilience
Resistencia o capacidad de recuperacion



Flooding - Storm water mgmt

Attracting Visitors
Atraer al turismo



Area branding / identity
wayfinding

Infill Development
Reutilizacion de terrenos vacantes an areas urbanas



Commercial
Businesses
- Grocery Store

Housing Options
Opciones de vivienda



Public Spaces
Espacios publicos



Sidewalks
Shade
Benches
green space
vibrant businesses
~~branding / wayfinding~~
street trees / landscaping

Create safer routes for children to walk to/from school
- sidewalks

CRA PLAN UPDATE
DIAMOND SQUARE

Diamond Square Community Redevelopment Area

Workshop Materials & Public Input

November 6, 2024

JOIN US FOR A COMMUNITY WORKSHOP

PARTICIPE EN UN SEMINARIO COMUNITARIO



#2

Learn about the Diamond Square Community Redevelopment Agency (CRA) and provide input on the 2024 Community Redevelopment Plan Update.

Infórmese sobre la Agencia de Reurbanización Comunitaria (CRA) de Diamond Square y aporte su opinión sobre la actualización del Plan de Reurbanización Comunitaria para 2024.

November 6, 2024
6 de Noviembre, 2024

4 pm - 6 pm

Leon and Jewel Collins Museum, Moore Center
307 Blake Ave, Cocoa, FL 32922

Visit the project website to learn more!

¡Para más información, visite la página web del proyecto!

SCAN HERE!

¡ESCANEA AQUI!

https://www.inspire-engagement.com/diamond-square-cra-plan

City of Cocoa
Community Services Dept.
ATTN: Ryan Browne
65 Stone St.
Cocoa, FL 32922

DIAMOND SQUARE HISTORIC COMMUNITY

SIGN IN SHEET

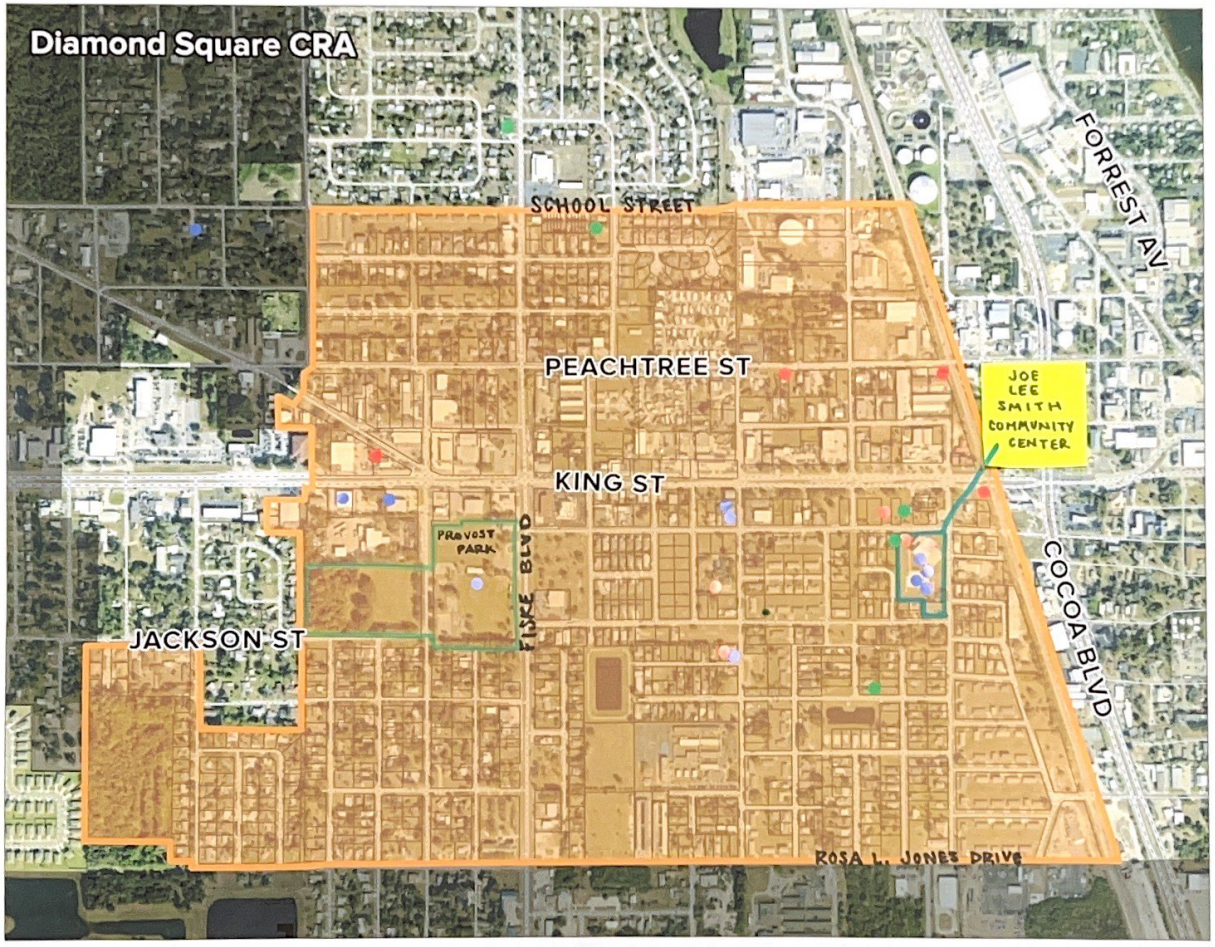
Name (first and last)	**Email**
Jamaine Ross	lross@cocoafl.gov
Alex Goins	jgoins@cocoafl.gov
Angelia Smith	Angelia@ucf.edu
Shawna Ginn	sginn@hacctl.com

SIGN IN SHEET

Name (first and last)	**Email**
Larry Brown	Brow3093@bellsouth.net
Laura S. Brown	" " "
Audrey Irwin-Jones	djones31@cfl.rr.com
David Jones	djones32@cfl.rr.com

Where do you Live/Work/Play?

¿Dónde vives? ¿Trabajas? ¿Juegas?



Live
Vivir

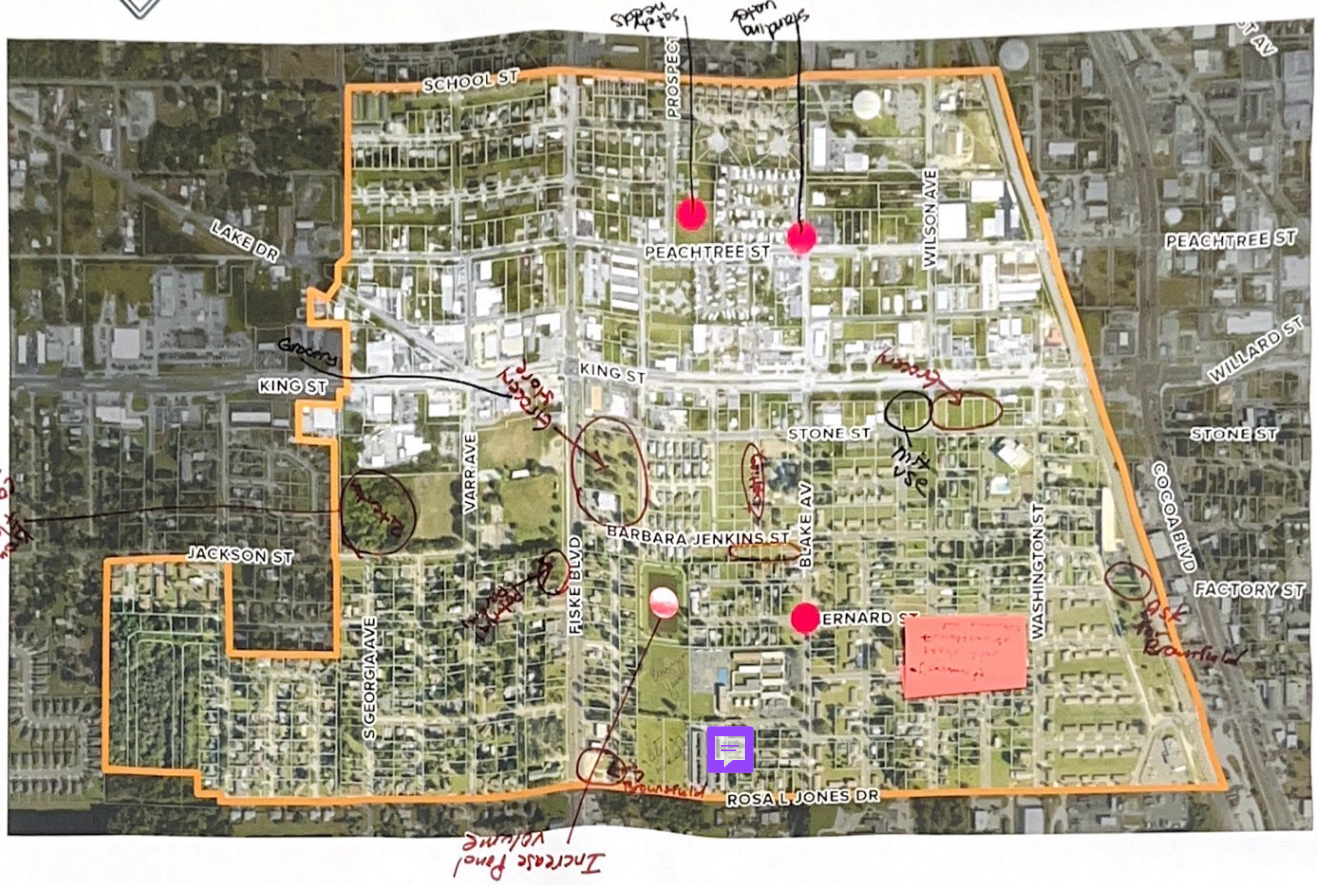
Work
Trabajar

Play
Jugar

CRA PLAN UPDATE
DIAMOND SQUARE

CRA PLAN UPDATE
DIAMOND SQUARE

Please show us the areas where you would like to see improvements or changes!



Public Spaces

Parks, Recreation, Civic Center, Public Realm Enhancements

Transportation/Mobility

Walkability, Complete Streets, Bus Transit System

Stone street walking Bridge to connect Downtown !!!!

Housing

Missing Middle, Live-Work units, Multi-Family Opportunities

Infrastructure & Resiliency

Stormwater/Flooding, Infrastructure Maintenance, Tree Coverage

Economic Development

Redevelopment, Infill Development, Mixed-Used Development, Local Business Support

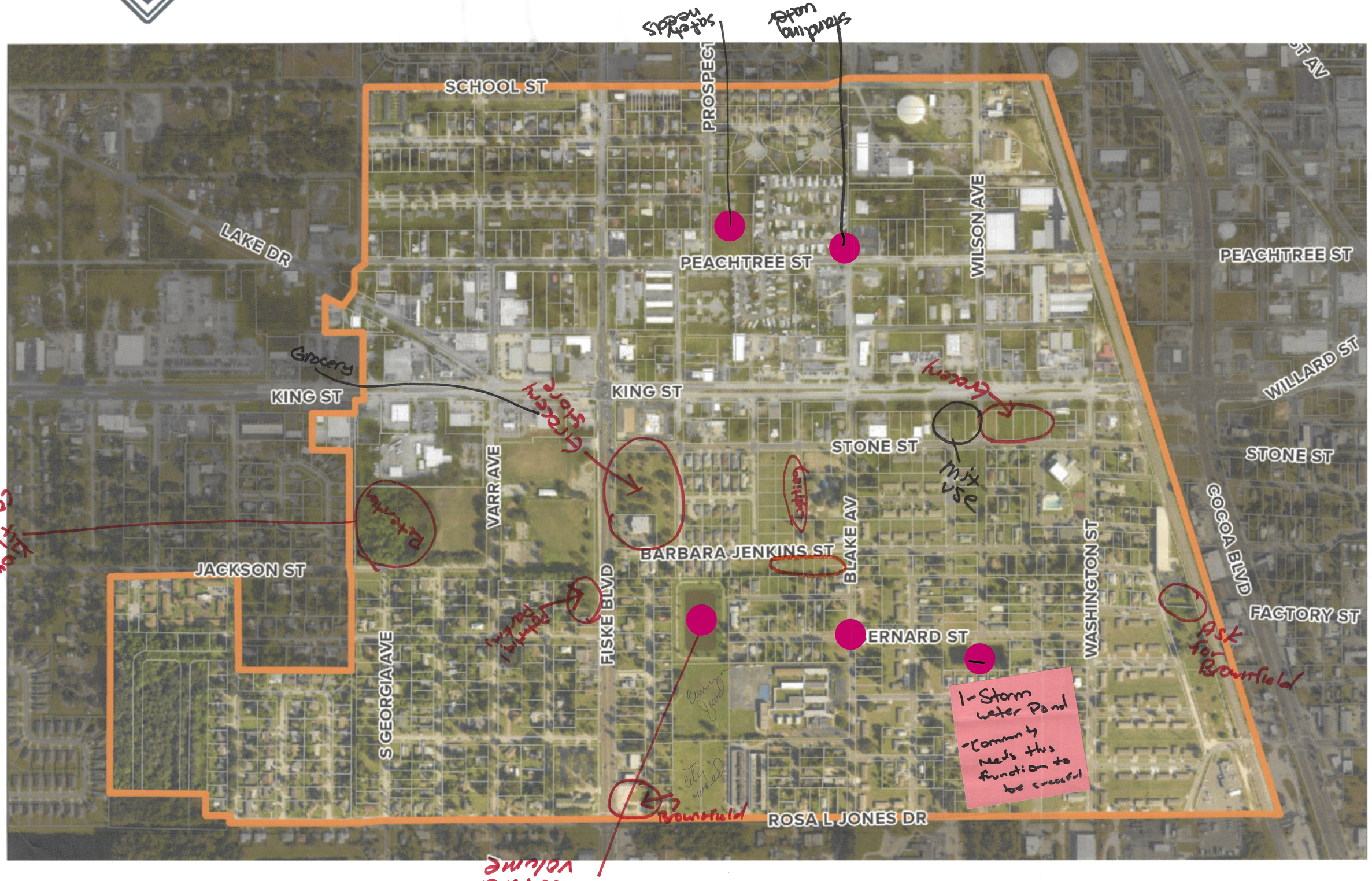
Neighborhood Health & Safety

Food Access, Environmental Quality, CPTED (Crime Prevention Through Environmental Design)

Farmers Market
Community Garden

CRA PLAN UPDATE
DIAMOND SQUARE

Please show us the areas where you would like to see improvements or changes!



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Farmers Market
Community Garden

Diamond Square Community Redevelopment Plan

Public Input Results

Exported from Social Pinpoint

December 18, 2024

Inspire Engagement

Report Type: Social Map Results Summary
Date Range: 15-09-2024 - 18-12-2024
Exported: 18-12-2024 11:22:31

Closed

Interactive Map
Diamond Square CRA Plan

2	3
Contributors	Contributions

Key Statistics

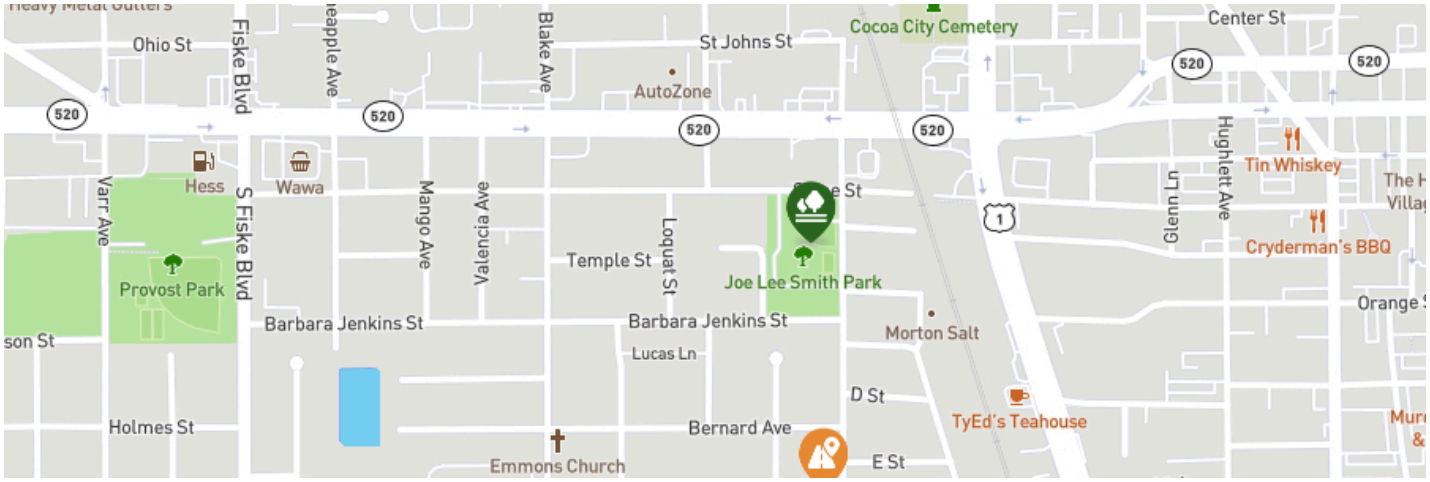
Top-level information about the activity.

3
Posts
2 contributors

Map Post Summary

Summary of content contributed by participants including location information, voting results and more.

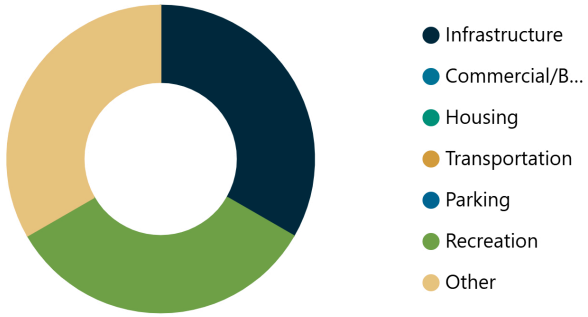
Posts by Location
Map showing all posts contributed by participants.



Top Contributions by Location
Top 10 most frequent postal/ZIP codes of posts submitted by participants.

Location	Total Contributions	% Contributions
32922, Cocoa, Brevard County, Florida, United States	3	100%

Posts by Category
Comparison showing the number of posts for each category, as selected by participants.



1. Screen name Required
Short Text | Skipped: 0 | Answered: 3 (100%)

Vanessa
Contribution 3 of 3 | December 10, 2024

Vanessa
Contribution 2 of 3 | December 10, 2024

eschaefer
Contribution 1 of 3 | September 17, 2024

2. Email address
Email | Skipped: 0 | Answered: 3 (100%)

vanessacato@gmail.com
Contribution 3 of 3 | December 10, 2024

vanessacato@gmail.com
Contribution 2 of 3 | December 10, 2024

eschaefer@inspireplacemaking.com
Contribution 1 of 3 | September 17, 2024

3. Your comment Required
Long Text | Skipped: 0 | Answered: 3 (100%)

Sentiment

No sentiment data

Tags

No tag data

Featured Contributions

No featured contributions

Inspire Engagement

Report Type: Form Results Summary
Date Range: 01-09-2024 - 18-12-2024
Exported: 18-12-2024 11:25:28

Closed

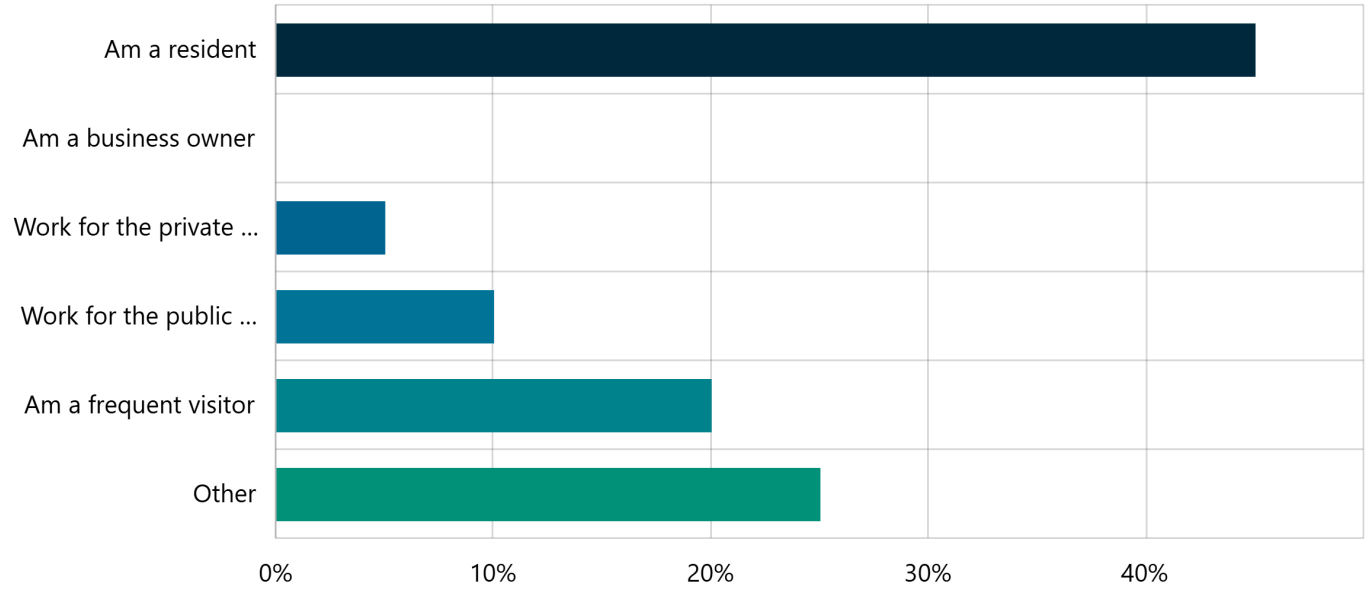
SURVEY
Diamond Square CRA Plan

20 Contributors	20 Contributions

Contribution Summary

1. 1. In reference to the Diamond Square CRA, I... Required

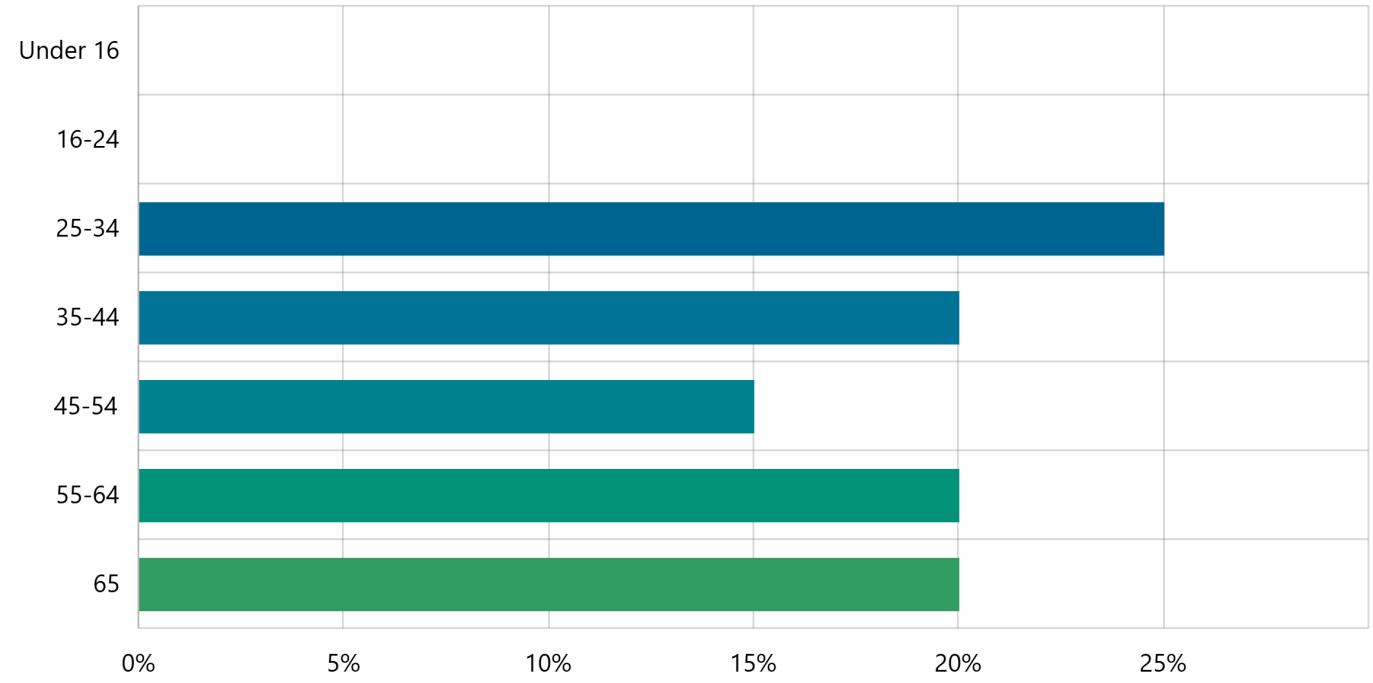
Multi Choice | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
Am a resident	45.00%	9
Am a business owner	0%	0
Work for the private sector	5.00%	1
Work for the public sector	10.00%	2
Am a frequent visitor	20.00%	4
Other	25.00%	5

2. 2. What is your age?

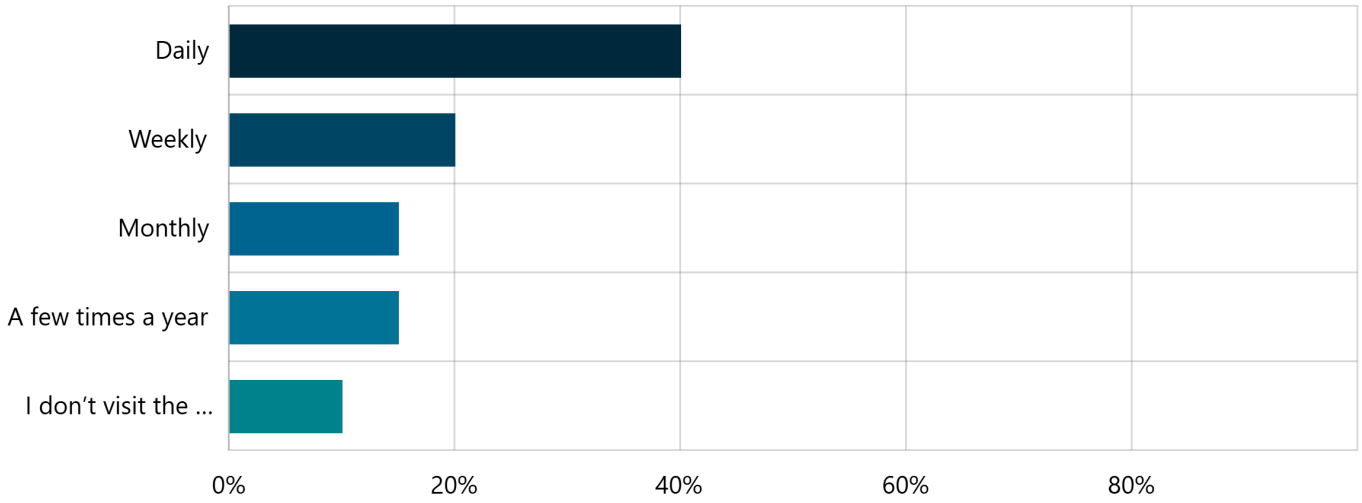
Multi Choice | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
Under 16	0%	0
16-24	0%	0
25-34	25.00%	5
35-44	20.00%	4
45-54	15.00%	3
55-64	20.00%	4
65	20.00%	4
Total	**100.00%**	**20**

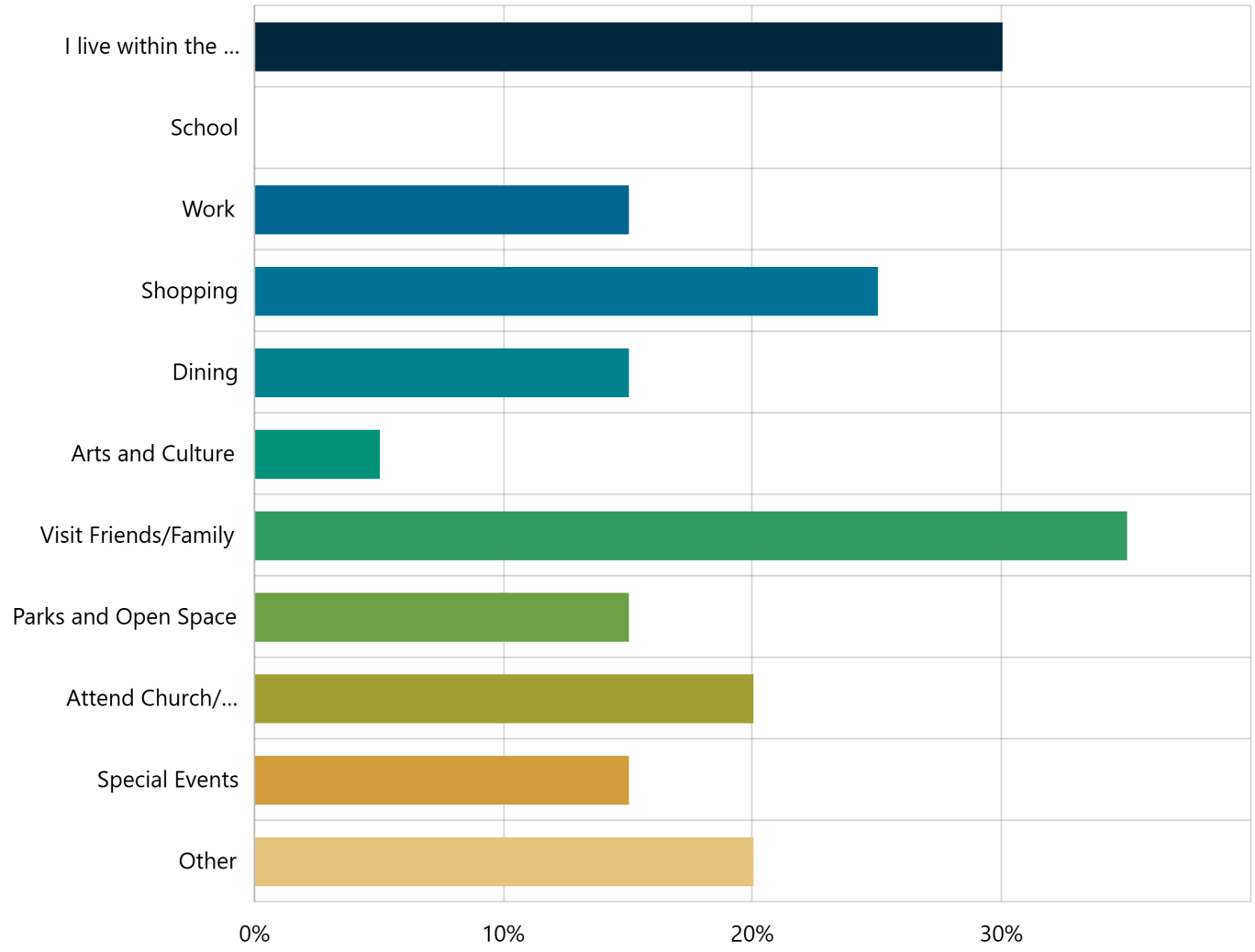
3. 3. How often do you visit the Diamond Square CRA?

Select Box | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
Daily	40.00%	8
Weekly	20.00%	4
Monthly	15.00%	3
A few times a year	15.00%	3
I don't visit the Diamond Square CRA	10.00%	2
Total	**100.00%**	**20**

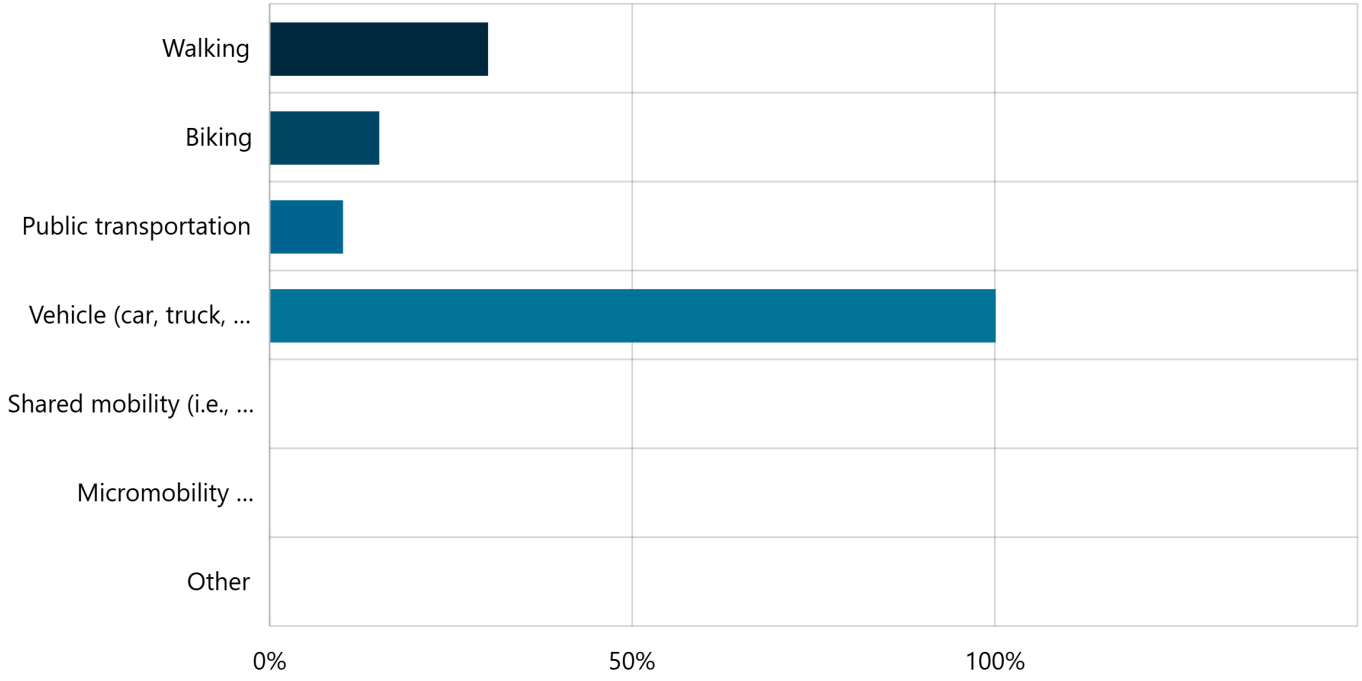
4. 4. What brings you to the Diamond Square CRA area? Why do you visit this area?
Multi Choice | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
I live within the Diamond Square CRA	30.00%	6
School	0%	0
Work	15.00%	3
Shopping	25.00%	5
Dining	15.00%	3
Arts and Culture	5.00%	1
Visit Friends/Family	35.00%	7
Parks and Open Space	15.00%	3
Attend Church/Organization Services or Meetings	20.00%	4

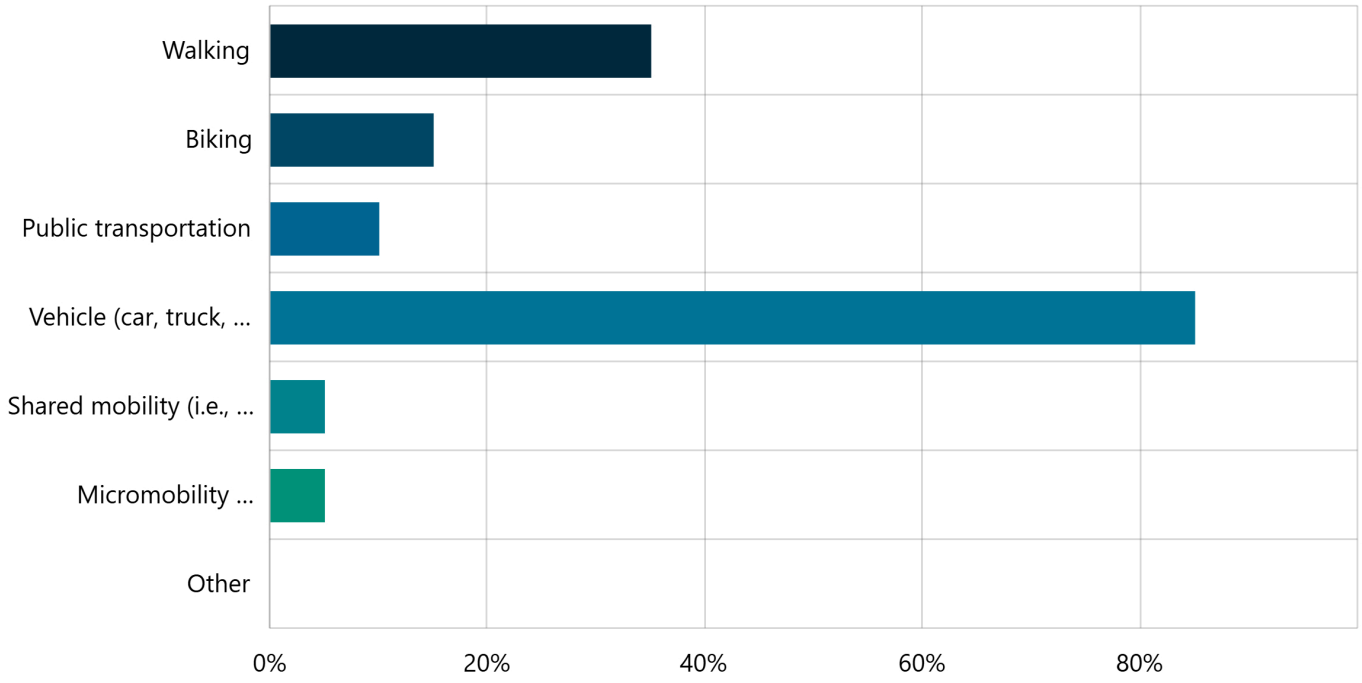
Special Events	15.00%	3
Other	20.00%	4

5. 5. What is your primary mode of transportation within the Diamond Square CRA? Required
Multi Choice | Skipped: 0 | Answered: 20 (100%)



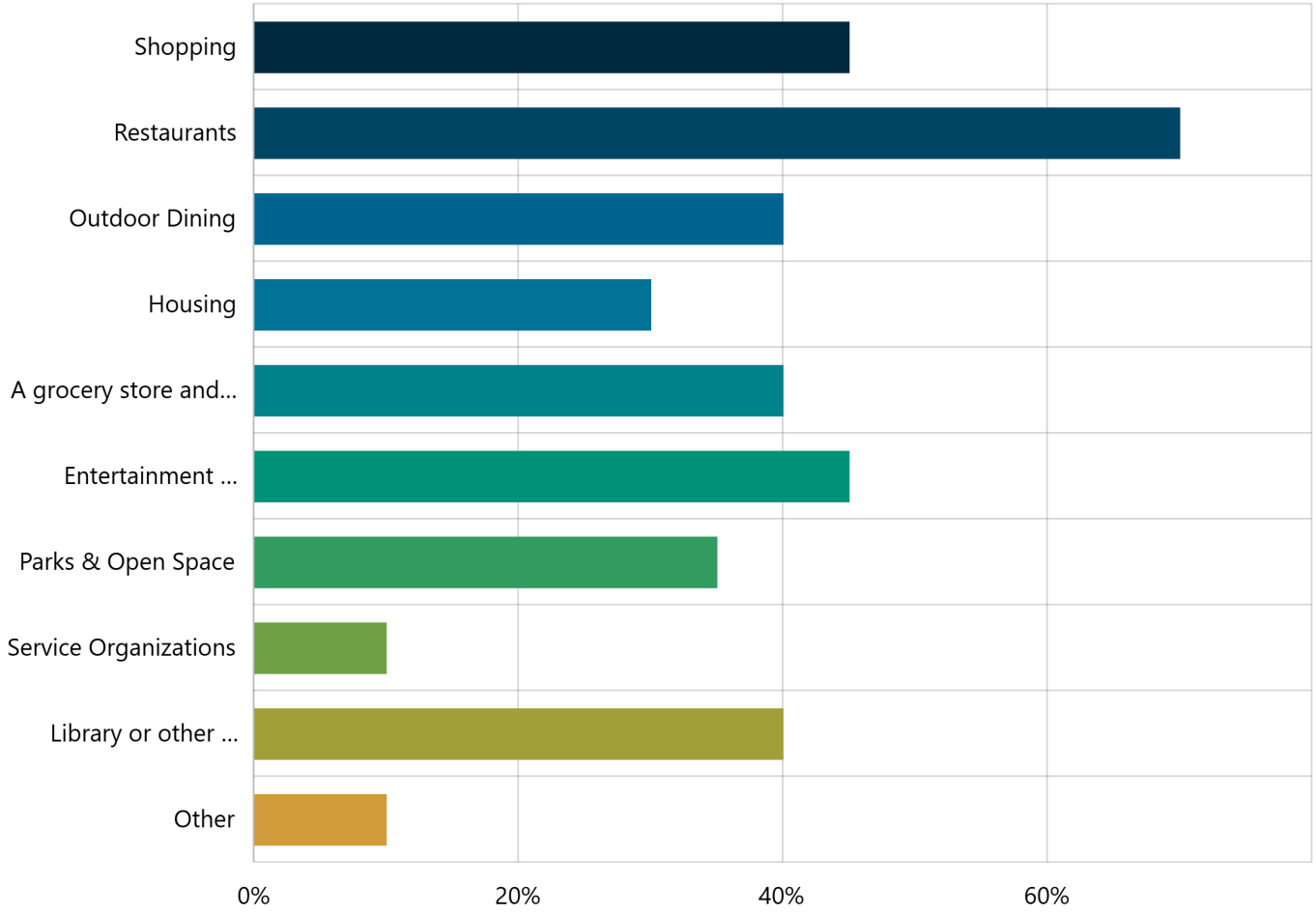
Answer choices	Percent	Count
Walking	30.00%	6
Biking	15.00%	3
Public transportation	10.00%	2
Vehicle (car, truck, motorcycle)	100.00%	20
Shared mobility (i.e., Uber, Lyft)	0%	0
Micromobility (scooter, golf cart)	0%	0
Other	0%	0

6. 6. What is your PREFERRED mode of transportation within the Diamond Square CRA? Required
Multi Choice | Skipped: 0 | Answered: 20 (100%)



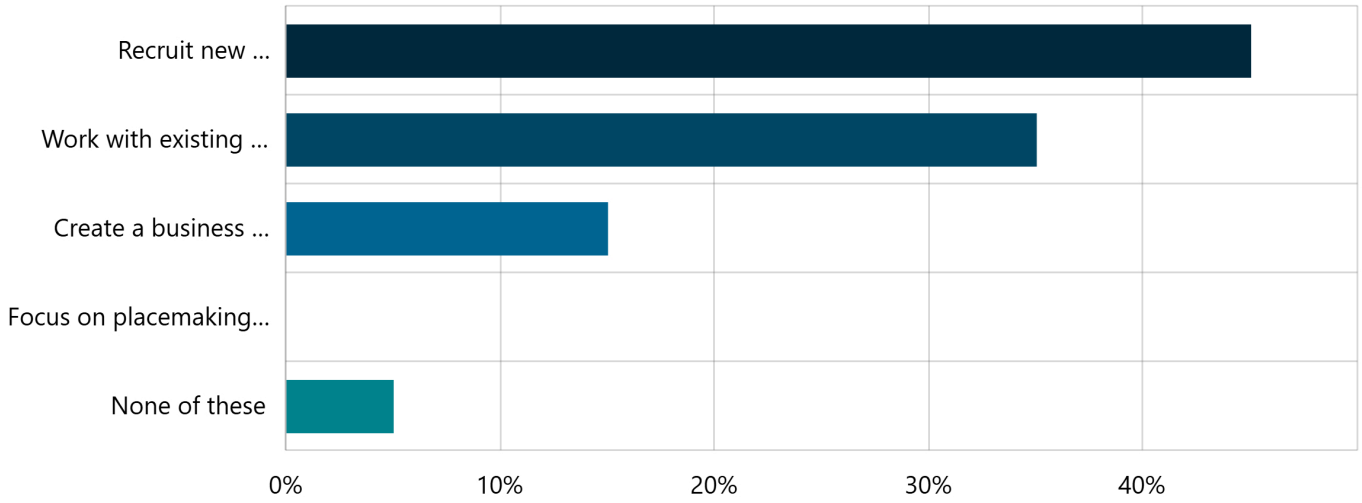
Answer choices	Percent	Count
Walking	35.00%	7
Biking	15.00%	3
Public transportation	10.00%	2
Vehicle (car, truck, motorcycle)	85.00%	17
Shared mobility (i.e., Uber, Lyft)	5.00%	1
Micromobility (scooter, golf cart)	5.00%	1
Other	0%	0

7. 7. What types of new development would you like to see within the Diamond Square CRA? Required
Multi Choice | Skipped: 0 | Answered: 20 (100%)



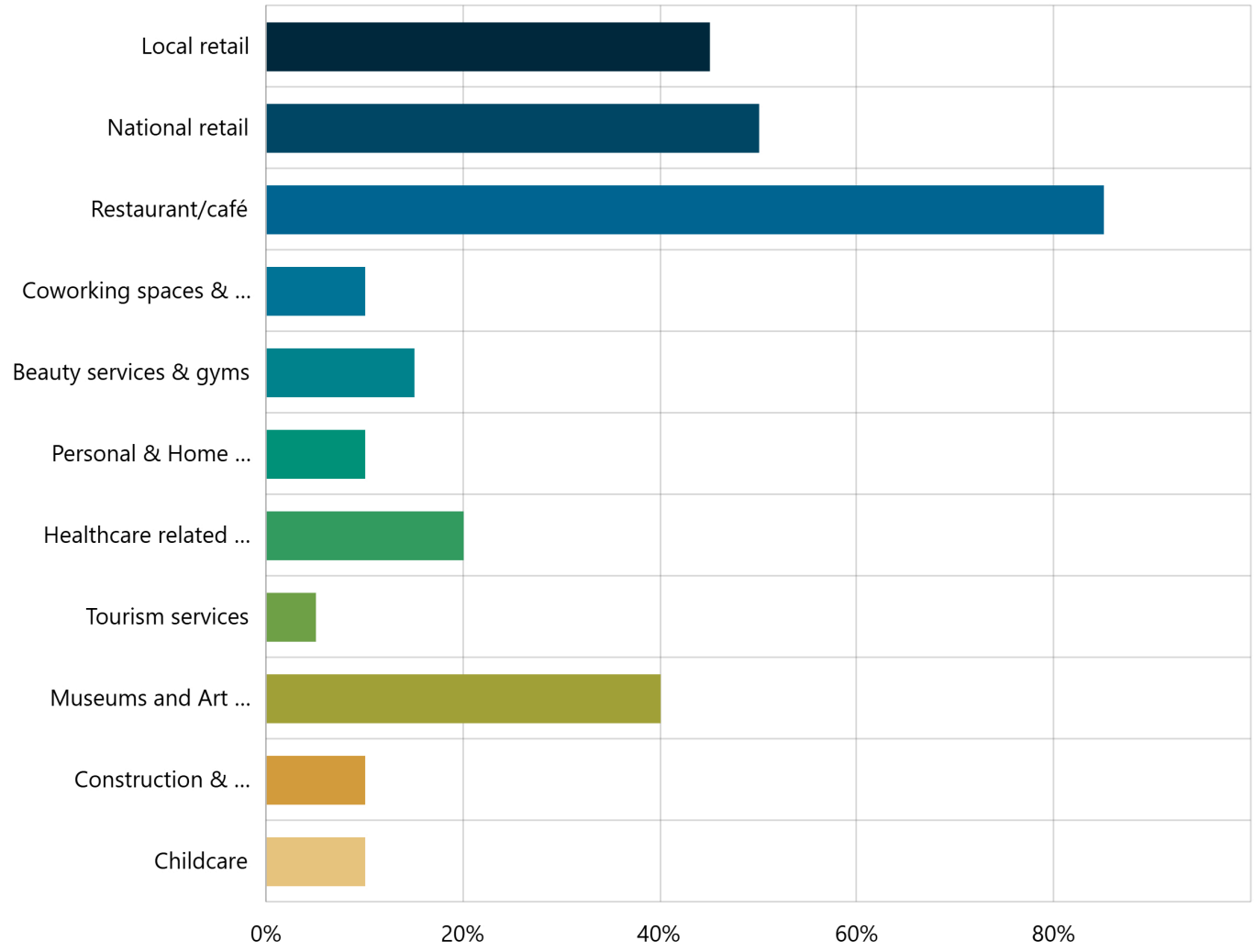
Answer choices	Percent	Count
Shopping	45.00%	9
Restaurants	70.00%	14
Outdoor Dining	40.00%	8
Housing	30.00%	6
A grocery store and/or pharmacy	40.00%	8
Entertainment Options (youth and family)	45.00%	9
Parks & Open Space	35.00%	7
Service Organizations	10.00%	2
Library or other public amenities	40.00%	8
Other	10.00%	2

8. 8. If the Diamond Square CRA were to promote economic development should it: Required
Multi Choice | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
Recruit new businesses to the CRA	45.00%	9
Work with existing businesses in the CRA to retain/expand and nurture their operations	35.00%	7
Create a business incubator program	15.00%	3
Focus on placemaking and resilience	0%	0
None of these	5.00%	1
Total	**100.00%**	**20**

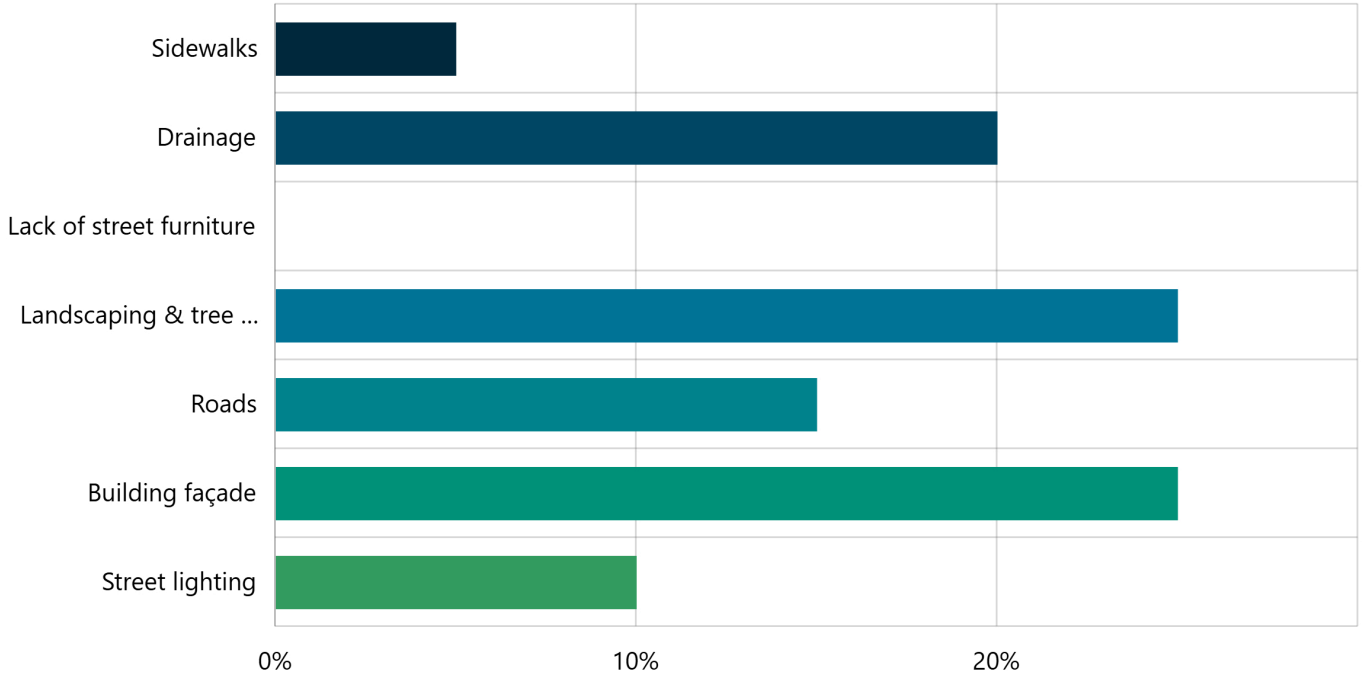
9. 9. If the Diamond Square CRA does pursue recruiting new businesses, what type should they be: Required
Multi Choice | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
Local retail	45.00%	9
National retail	50.00%	10
Restaurant/café	85.00%	17
Coworking spaces & Creative studios	10.00%	2
Beauty services & gyms	15.00%	3
Personal & Home services	10.00%	2
Healthcare related businesses	20.00%	4
Tourism services	5.00%	1
Museums and Art Galleries	40.00%	8

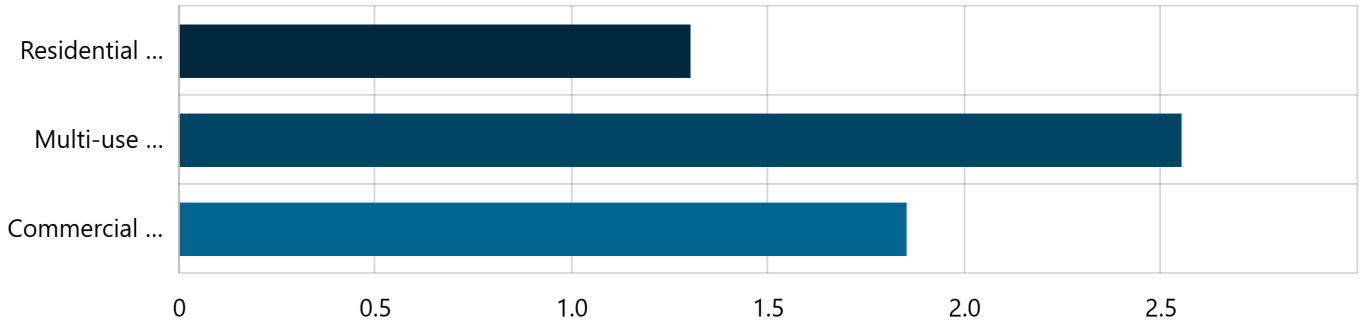
Construction & Manufacturing companies	10.00%	2
Childcare	10.00%	2

10. 10. What infrastructure within the CRA needs the most improvement? Required
Multi Choice | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
Sidewalks	5.00%	1
Drainage	20.00%	4
Lack of street furniture	0%	0
Landscaping & tree coverage	25.00%	5
Roads	15.00%	3
Building façade	25.00%	5
Street lighting	10.00%	2
Total	**100.00%**	**20**

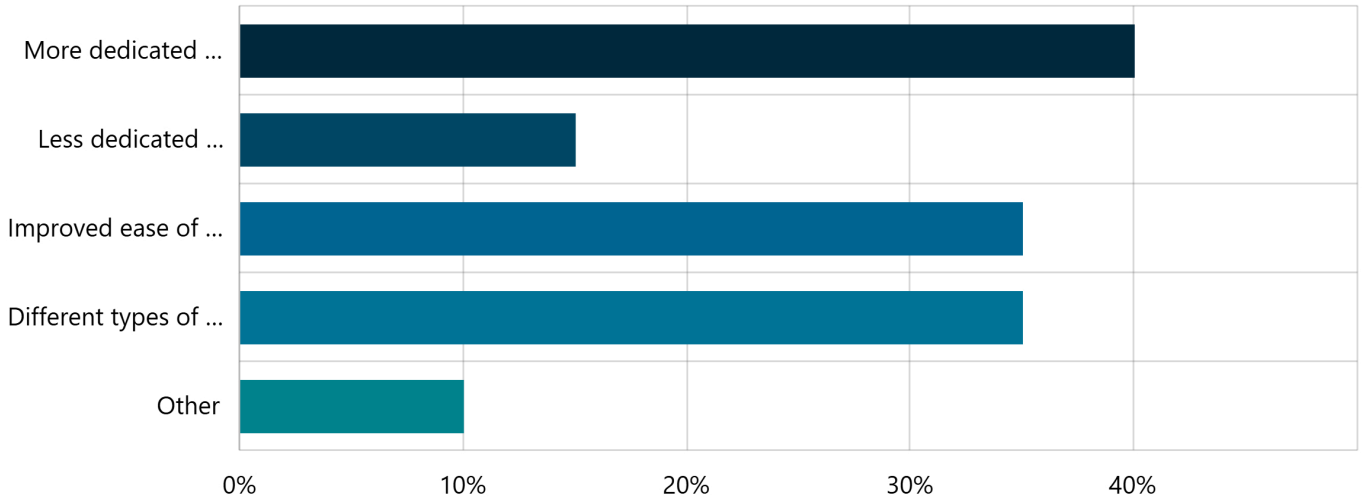
11. 11. How would you prioritize the following categories if the CRA were to re-evaluate the zoning? Required
Ranking | Skipped: 0 | Answered: 20 (100%)



	1	2	3	Count	Score	Avg Rank
Residential development	5.56% 1	33.33% 6	61.11% 11	18	1.30	2.56
Multi-use development (residential, commercial, open space, civil use)	68.42% 13	31.58% 6	0% 0	19	2.55	1.32
Commercial development	31.58% 6	31.58% 6	36.84% 7	19	1.85	2.05

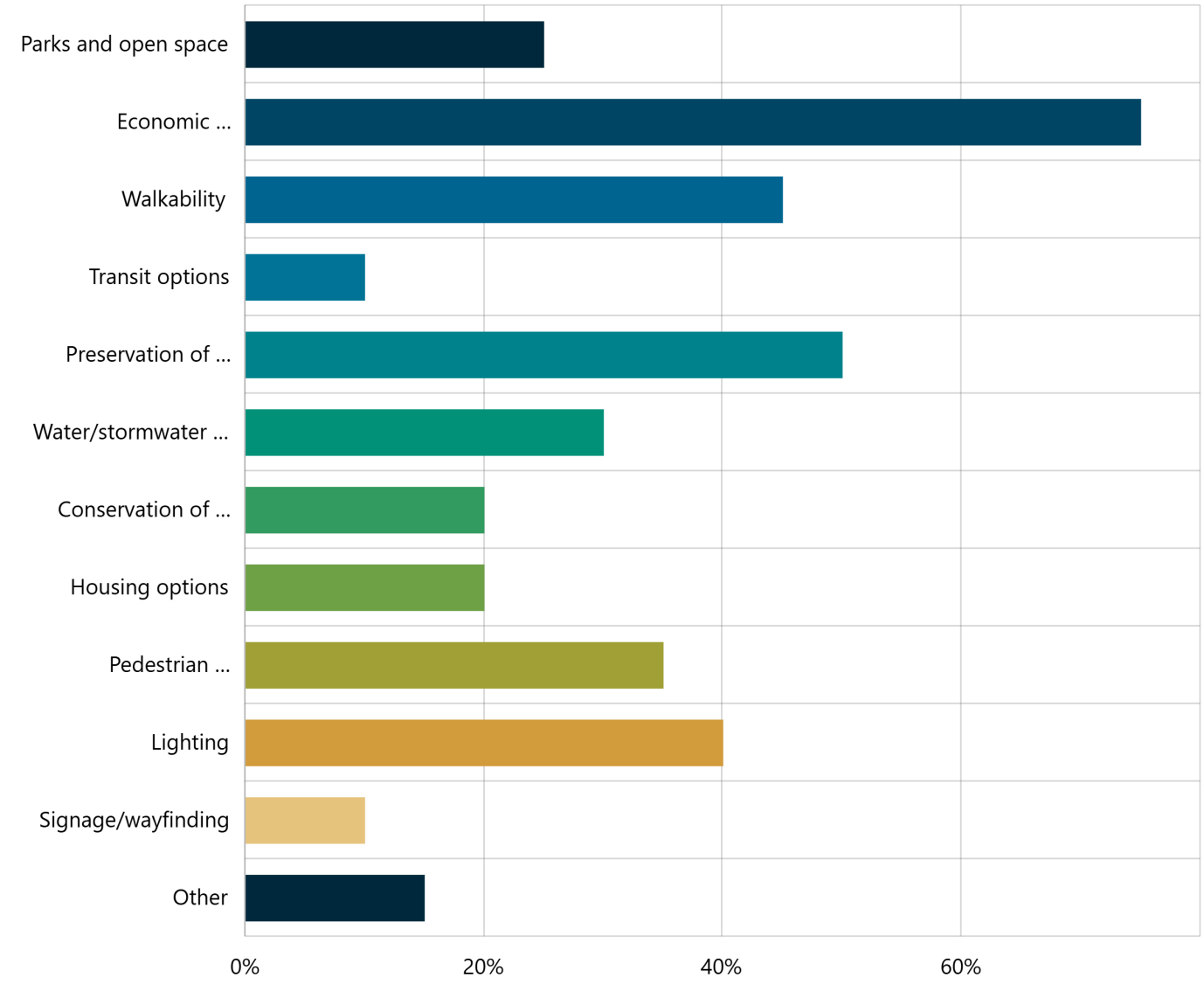
Score - Sum of the weight of each ranked position, multiplied by the response count for the position choice, divided by the total contributions. Weights are inverse to ranked positions.
Avg Rank - Sum of the ranked position of the choice, multiplied by the response count for the position choice, divided by the total 'Count' of the choice.

12. 12. Regarding parking in Diamond Square CRA, what would you like to see changed or improved? Required
Multi Choice | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
More dedicated parking/parking facilities	40.00%	8
Less dedicated parking/parking facilities	15.00%	3
Improved ease of access to parking/parking facilities	35.00%	7
Different types of parking to accommodate various modes of transportation (bicycle/motorcycle/compact cars)	35.00%	7
Other	10.00%	2

13. 13. What areas do you think could be improved in Diamond Square CRA? Required
Multi Choice | Skipped: 0 | Answered: 20 (100%)

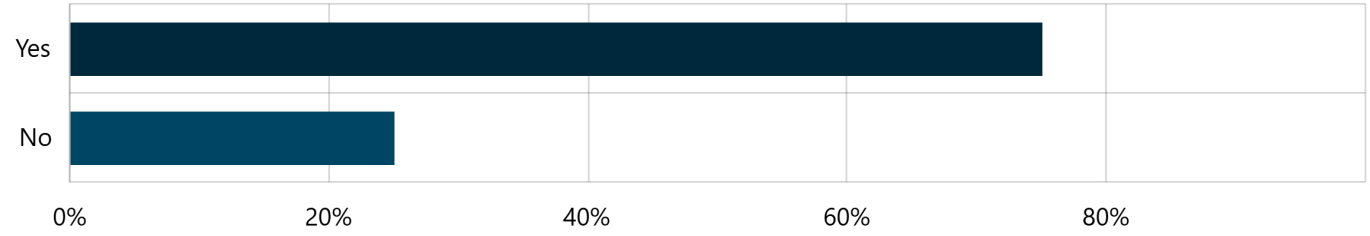


Answer choices	Percent	Count
Parks and open space	25.00%	5
Economic development programs and incentives (recruiting new businesses, redeveloping vacant lots)	75.00%	15
Walkability	45.00%	9
Transit options	10.00%	2
Preservation of historic assets (architecture, cultural heritage sites, neighborhoods, etc.)	50.00%	10
Water/stormwater management (water quality, drainage/flooding, etc.)	30.00%	6
Conservation of natural features	20.00%	4

Housing options	20.00%	4
Pedestrian connectivity (sidewalks, trails, etc.)	35.00%	7
Lighting	40.00%	8
Signage/wayfinding	10.00%	2
Other	15.00%	3

14. 14. In anticipation of the planned Brightline station, should Diamond Square CRA consider providing a trolley service to facilitate transportation between the station and the Diamond Square CRA? Required

Select Box | Skipped: 0 | Answered: 20 (100%)



Answer choices	Percent	Count
Yes	75.00%	15
No	25.00%	5
Total	**100.00%**	**20**

15. Add your email if you want to be considered for the Cocoa Prize Pack.

Short Text | Skipped: 16 | Answered: 4 (20%)

Sentiment

No sentiment data

Tags

No tag data

Featured Contributions

No featured contributions

Inspire Engagement

Report Type: Fund It Results Summary
Date Range: 01-09-2024 - 18-12-2024
Exported: 18-12-2024 11:24:52

Closed

What projects would you like to fund?
Diamond Square CRA Plan

5 Contributors	5 Contributions

Key Statistics

Top-level information about the activity.

100 points
Average Spend
100 points total budget

6
Projects
0 sponsors

18
Total Votes
3.6 avg. projects funded / contribution

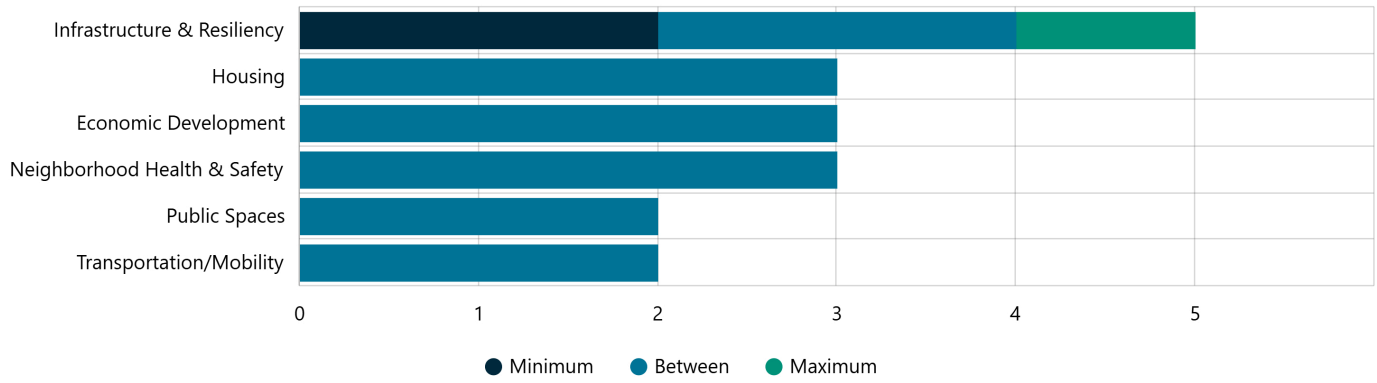
Contribution Summary

Summary of the activity including details of the included projects, voting results and more.

Project Details
Information on the projects included for potential funding including the name, cost, voting and other details.

Project Name	Funded (Total)	Funded (Min)	Funded (Above Min.)	Funded (Max)
Infrastructure & Resiliency	5 (100%)	2 (40%)	2 (40%)	1 (20%)
Housing	3 (60%)	0 (0%)	3 (60%)	0 (0%)
Economic Development	3 (60%)	0 (0%)	3 (60%)	0 (0%)
Neighborhood Health & Safety	3 (60%)	0 (0%)	3 (60%)	0 (0%)
Public Spaces	2 (40%)	0 (0%)	2 (40%)	0 (0%)
Transportation/Mobility	2 (40%)	0 (0%)	2 (40%)	0 (0%)

Voting Results
Some description for Variable.



Votes by Project Tag
Comparison showing the number of times a project tag was included on a funded project. Vote totals may exceed the total number of project votes.

No Data Available

Votes by Project Sponsor
Comparison showing the number of times a project sponsor was included on a funded project. Vote totals may exceed the total number of project votes.

No Data Available

Suggested Priorities

A prioritised list of projects based on the voting results that maximises the value of the defined budget.

100 points
Total budget for allocated projects

100%
Contributions that include at least one suggested project

100%
Contributions that include at least half (50%) of all suggested projects

40%
Contributions that include all (100%) of suggested projects

20%
Contributions that supported one of these suggested projects at the maximum

100%
Contributions that supported one of these suggested projects beyond the minimum



Infrastructure & Resiliency

Cost: 33 pts

Stormwater/flooding, infrastructure maintenance, tree coverage

5 votes (27.78%)



Economic Development

Cost: 35 pts

Redevelopment, Infill Development, Mixed-used development, Local Business

3 votes (16.67%)



Housing

Cost: 21.67 pts

Missing Middle, Live-Work units, Multi-family opportunities

3 votes (16.67%)



Neighborhood Health & Safety

Cost: 10.33 pts

Food Access, Environmental Quality, CPTED

3 votes (16.67%)

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Commissioner Rob Feltner, Chair
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Viera, FL 32940

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Commissioner Feltner:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

The proposed public hearing schedule is as follows:

Cocoa LPA, Wednesday, July 9, 2025, at 6:00 p.m.
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Cocoa City Council (Second Reading and Final Adoption), Tuesday, August 12, 2025, at 6:00 p.m.

All public hearings will take place at 65 Stone Street, Cocoa, Florida 32922 and are subject to change.

For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

Sincerely,

Charlene Neuterman

Charlene Neuterman
Community Services Director

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COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Dr. Mark W. Rendell, Ed.D.
Superintendent
Brevard County Public Schools
2700 Judge Fran Jamieson Way
Viera, FL 32940

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Dr. Rendell:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Sincerely,

Charlene Neuterman

Charlene Neuterman
Community Services Director

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Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Mike Knight, Manager
Environmentally Endangered Lands Program
91 East Drive
Melbourne, FL 32940

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Knight:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Sincerely,

Charlene Neuterman
Community Services Director

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Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Ms. Janet Zimmerman, Director
Florida Inland Navigation District
1314 Marcinsky Road
Jupiter, FL 33477

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Ms. Zimmerman:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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For more information related to the proposed Ordinance and Plan Modification, please contact me at (321)433-8509 or cneuterman@cocoafl.org

Sincerely,

Charlene Neuterman
Community Services Director

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Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Ms. Wendi Bost, Director
Library Services Department
308 Forrest Avenue
Cocoa, FL 32922

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Ms. Bost:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Sincerely,

Charlene Neuterman
Community Services Director

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COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Joseph Faella, Director
Mosquito Control Department, North Area
800 Perimeter Road
Titusville, FL 32780

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Faella:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Sincerely,

Charlene Neuterman
Community Services Director

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Terry Lane
Operations Manager
Brevard County Parks and Rec Dept, District 4
2725 Judge Fran Jamieson Way
Viera, FL 32940

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Lane:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Sincerely,

Charlene Neuterman
Community Services Director

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Sam Gardner, Inspector General
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32178-1429

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Gardner:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Sincerely,

Charlene Neuterman
Community Services Director

COCOA
FLORIDA

Community Services Department
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-XXXX

www.CocoaFL.gov

July 1, 2025

Mr. Kevin Daugherty, AAE
Titusville-Cocoa Airport Authority
51 Bristow Way
Titusville, FL 32780

RE: Cocoa Community Redevelopment Agency & Diamond Square Community Redevelopment Agency- Notice of Redevelopment Plan Modification

Dear Mr. Daugherty:

This Notice is being sent pursuant to Section 163.346, Florida Statutes. Please be advised that the City of Cocoa, the City of Cocoa Community Redevelopment Agency and the Diamond Square Community Redevelopment Agency will consider adopting an update to the Agency's Redevelopment Plans. The modification will include policies related to updating the goals and objectives for the Cocoa Community Redevelopment Area and Diamond Square Community Redevelopment Area. However, additional amendments may be proposed and considered at the discretion of the LPA and City Council at the public hearings listed below. A copy of the proposed Ordinance and Plan Amendment may be obtained by contacting the Cocoa City Clerk's Office located at 65 Stone Street, Cocoa, Florida 32922; (321)433-8484.

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Sincerely,

Charlene Neuterman
Community Services Director

CITY COUNCIL AGENDA ITEM

Memo Date:	July 14, 2025
Agenda Date:	July 22, 2025
File ID:	2025-687
Prepared By:	Thomas Wilkinson, Code Enforcement Manager
Through:	Charlene Neuterman, Community Services Director
Requested Action:	The staff's recommendation is that the lien be reduced per the applicant's request to the amount of $2,773.32, which is the City's cost to prosecute this case**.**

BACKGROUND:

Lien Reduction Request For **213 Factory St.**
Reference Code Enforcement Case **# CE22-475**

The Code Enforcement Board held a public hearing on **April 20, 2023**, at which time the Board found the property owner, **Edgar Levensaler,** in violation of the following:

- **City Code Appendix A, Article XIII, Sec. 1, 9(b) - Supplementary District Regulations**, refers to the requirement for site plan approval in the City's zoning regulations. The property owner installed millings without site plan approval at 213 Factory Street. The property owner was ordered to remove the millings and work to obtain site plan approval.

The Code Enforcement Board provided the owner sufficient time on **October 20, 2023,** to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order, a Non-Compliance Hearing was held on **November 16, 2023.**

The lien ran at **$75.00** per day from **October 20, 2023,** until compliance was achieved on **August 29, 2024.** Code records show the case was closed, leaving a fine in the amount of **$24,010.00**.

The property owner **(Tim Levensaler)** is requesting that the lien be reduced to the amount of **the city 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: **No**
- The number of violations related to the subject lien; **One**
- 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 is in-compliance and inspected before the June 19, 2025, and Code Board Hearing and also prior to the Council Meeting.**

The current market value of the subject property is listed at $972,440. According to the Brevard County Property Appraiser, the use is listed as **Low Rise Apartments**.

The Code Enforcement Board held a public hearing on **June 19, 2025**, at which time the Board suggested the lien be reduced per the applicant's request to the amount of **$2,773.32,** which is the City's cost.

The staff's recommendation is that the lien be reduced to **$2,773.32,** 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.

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:
The Code Enforcement Board held a public hearing on **June 19, 2025**, at which time the Board suggested the lien be reduced per the applicant's request to the amount of **$2,773.32**, which is the City's cost.

RECOMMENDED MOTION:
The staff's recommendation is that the lien be reduced per the applicant's request to the amount of $2,773.32, which is the City's cost to prosecute this case**.**

Application # CE - 22 - 475

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
APR 15 2025
By

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 4/15/25

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

Company (if applicable): _____

Name: Elya / Tim Levensaler

Mailing Address: P.O. Box 542349

City: Merritt Is. State: FL Zip Code: 32954

Phone #: 321-258-7466 Fax #: _____

Mobile #: Same E-mail: moetme@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: Same as applicant

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: 213 Factory St, Cocoa, FL 32922

Parcel ID:

24-36-33-80-1430.05-

~~24-26-28~~

Tax Account Number:

2426280

Existing Use(s) on Property: Storage

Proposed Use(s) on Property: Residential Parking

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

no

Nature of Violation(s): Submit Approved Site Plan / Remove Aggregate

Date Fine or Lien Imposed: ~~9/28~~ 11/16/23 Amount of Fine: $50 / $25 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: 7/23/24 + 4/1/25

5. **Please provide the following information:**

Code enforcement case number: 22-475

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 was ordered to Submit a Site Plan for Approval + Remove Aggregate. I Did Both and Succesfully Complete the Project. The project Greatly Improves and Enhances the Property that is within the City Limits.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
The Normal Process of Plan Approval + Actual Construction is a very Long process.

Amount you are requesting that the lien be reduced to: Administrative Costs
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
I Invested $250,000 In the Property Improvemit + Building. Cleaned the Lot from a Storage Lot of Junk + All Spools Equipment + Tools to a Residential Parking + Garage to Join 699 Highlett. (adjacent 22 Unit Apt Building.

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

   a. ☒ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, Edgar Lewinsales 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)

Florrie L. Edgecombe
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced _____

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 15th day of April, 20 25

FLORRIE L EDGECOMBE
Notary Public - State of Florida
Commission # HH 451098
My Comm. Expires Jan 30, 2028
Bonded through National Notary Assn.

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.

(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)

Cocoa Community Services
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE22-0475 **Date: 06/19/2025**

Tim Levensaler

Site Address: 213 Factory 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	20	0.75	$35.06	$525.90
2	Code Manager	8	0.75	$48.54	$291.24
3					
				Total A1	$817.14

	Officer/Manager	Office Duties	Hours	Rate	Total
1	Code Officer	20	0.5	35.06	$701.20
2	Code Manager	8	0.5	48.54	$388.32
3					
				Total A2	$1,089.52

	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): **$2,773.32**

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-0475

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

L'LL SKUNK INC
Owners of the Property located at:
213 FACTORY ST
Cocoa, FL 32922
Parcel ID: 24-36-33-80-14-3.05

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:

☐ *XXX.Storage of Rec. Vehicles, App A Art. XIII Sec 14 (a-d)*

☐ *Select Code Violation*

☑ *Site Plan Approval Required, App. A, Art. XIII, Sec. 1 (B)*

☐ *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:

☐ *XXX.Storage of Rec. Vehicles, App A Art. XIII Sec 14 (a-d)*

☐ *Select Code Violation*

☑ *Site Plan Approval Required, App. A, Art. XIII, Sec. 1 (B)*

☐ *Select Code Violation*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until July 20, 2023 to correct all violations set forth herein on the property. Remove millings.

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 **$25.00** 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 L'LL SKUNK INC, whose mailing address is PO BOX 542349 MERRITT ISLAND FL 32954 this 20 day of April, 2023_____via __hand delivery/__certified mail/☑U.S. mail/__posting (mark all that apply).

Darla D. Crowl

Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

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:

☐ *XXX.Storage of Rec. Vehicles, App A Art. XIII Sec 14 (a-d)*

☐ *Select Code Violation*

☑ *Site Plan Approval Required, App. A, Art. XIII, Sec. 1 (B)*

☐ *Select Code Violation*

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until October 20, 2023 to correct all violations set forth herein on the property. For Site Plan Approval.

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 **$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 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 L'LL SKUNK INC, whose mailing address is PO BOX 542349 MERRITT ISLAND FL 32954 this 20 day of April, 2023_____via __hand delivery/__certified mail/☑U.S. mail/__posting (mark all that apply).

Darla D. Crowl
Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

8/29/24

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-475
11/16/2023

THE CITY OF COCOA
A Florida Municipal Corporation

CFN 2023253798, OR BK 9945 PAGE 70
Recorded 12/04/2023 at 01:41 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:1

Complainant,

vs.

LEVENSALER, EDGAR
Owners of the Property located at:
213 FACTORY ST
Cocoa FL 32922

Parcel ID: 24-36-33-80-14-3.05

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 11/16/2023 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 7/20/2023

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 $25.00 per day until **the removal of the millings** 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 16, day of November, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807 E

CERTIFICATION:
State of Florida, County of Brevard

I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of November, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

7/23/24

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 22-475
11/16/2023

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

LEVENSALER, EDGAR
Owners of the Property located at:
213 FACTORY ST
Cocoa FL 32922

Parcel ID: 24-36-33-80-14-3.05

Respondent,
_____/

CFN 2023253799 OR BK 9945 PAGE 71
Recorded 12/04/2023 at 01:41 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 11/16/2023 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 10/20/2023

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 ***Site Plan Approval Required, App. A Art. XIII, Sec. 1 (B)*** 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 16, day of November, 2023

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

_____
Lloyd Roberts, Chairman

COCOA CITY
65 STONE ST

COCOA, FL 32922-7807 E

CERTIFICATION:
State of Florida, County of Brevard

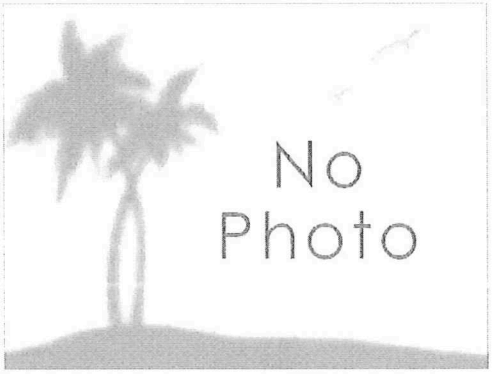
I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 16 day of November, 2023, by Lloyd Roberts, Chairman of the City of Cocoa Code Enforcement Board.

_____
Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

REAL PROPERTY DETAILS
Account 2426280 - Roll Year 2024

Owners	LEVENSALER, EDGAR
Mailing Address	PO BOX 542349 MERRITT ISLAND FL 32954
Site Address	213 FACTORY ST COCOA FL 32922 699 HUGHLETT AVE COCOA FL 32922
Parcel ID	24-36-33-80-14-6
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 U
Total Acres	0.99
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0001/0071
Subdivision	S F TRAVIS ADDN TO COCOA
Land Description	S F TRAVIS ADDN TO COCOA LOT 6 TOGETHER WITH S 70 FT OF W 200 FT OF LOT 5 & E 50 FT OF W 100 FT OF THE FOLLOWING DESC S 10 FT OF LOT 3, LOT 4 & N 10 FT OF LOT 5 BLK 14



VALUE SUMMARY

Category	2024	2023	2022
Market Value	$972,440	$874,750	$518,390
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$962,220	$874,750	$506,000
Assessed Value School	$972,440	$874,750	$518,390
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$962,220	$874,750	$506,000
Taxable Value School	$972,440	$874,750	$518,390

SALES / TRANSFERS

Date	Price	Type	Instrument
12/21/2022	--	QC	9715/1744
06/01/2022	$1,925,000	WD	9529/1420
12/13/2019	$1,325,000	WD	8616/1725
03/27/2019	--	DC	8413/0410
04/10/2018	--	QC	8155/0108
09/15/1983	--	QC	2456/0633
01/02/1968	$84,000	--	1004/0285

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0353 - LOW RISE APARTMENTS - 2 OR 3 STORIES - 10 TO 49 UNITS

Materials	
Exterior Wall:	STUCCO
Frame:	MASNRYCONC
Roof:	BU-TG/MMBRN
Roof Structure:	WOOD TRUSS

Details	
Year Built	1960
Story Height	8
Floors	2
Residential Units	22
Commercial Units	0

Sub-Areas	
Base Area (1st)	7,164
Base Area (2nd)	7,164
Open Porch	2,432
Total Base Area	14,328
Total Sub Area	16,760

Extra Features	
Fence - Chain Link 6'	720
Fence - Barb Wire	720
Paving - Asphalt	4,640

Dana Blickley, CFA
PROPERTY APPRAISER
Brevard County

1:2,000
0 62.5 125 250 ft
0 15 30 60 m

N
W E
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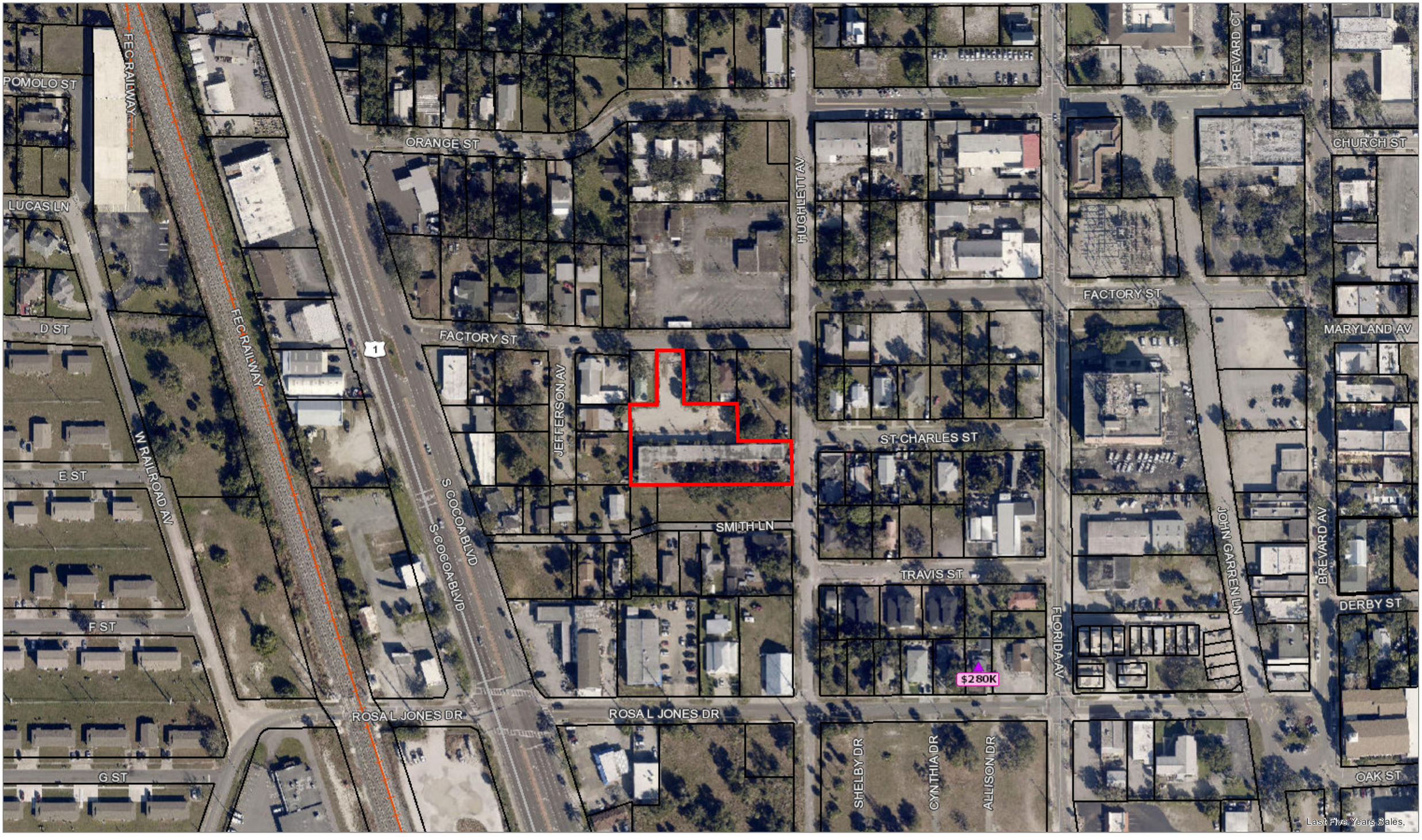


All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created July 14, 2025 (map data dates may vary)

CITY COUNCIL AGENDA ITEM

Memo Date:	July 14, 2025
Agenda Date:	July 22, 2025
File ID:	2025-688
Prepared By:	Thomas Wilkinson, Code Enforcement Manager
Through:	Charlene Neuterman, Community Services Director
Requested Action:	The staff's recommendation is that the lien be reduced to the amount of **$2,121.36**, which is the City's cost to prosecute this case**.**

BACKGROUND:

Lien Reduction Request For **309 N Georgia Ave.**
Reference Case **# CE23-0064**

The Code Enforcement Board held a public hearing on **October 19, 2023**, at which time the Board found the owner, **Fair Price Properties LLC,** in violation of the following:

- **City Code Appendix A, Article XV Sec. 2(a) Permit required (Roof)** - Under Cocoa City Code Appendix A, Article XV, Sec. 2(a), a permit is required for any roof work that involves construction, alteration, or repairs exceeding $500 in cost.
- **City Code Chapter 6, Sec. 6-1003 (g) Roofs & Drainage** - Adequate drainage must be provided to minimize exposure to flood hazards.
- **City Code Chapter 6, Sec. 6-1003 (c) Premises Identification** - The property owner is responsible for maintaining visible building numbers.

The Code Enforcement Board provided the owners with sufficient time of **November 18, 2023,** to correct said violation(s). Therefore, consistent with the Code Enforcement Board's Order, a Non-Compliance Hearing was held on **January 18, 2024.**

The lien ran at **$75.00** per day from **November 18, 2023,** until compliance was achieved on **April 29, 2025.** Code records show the case was closed, leaving a fine of **$39,620.00**.

The property owner **(Fair Price Properties LLC.)** is requesting that the lien be reduced to the amount of **$1,000.00.**

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;**Three**

- 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, June 19, 2025, and was in-compliance before the Code Board Hearing. An inspection will also occur prior to the Council Meeting.**

The Code Enforcement Board held a public hearing on June 19, 2025, at which time the Board suggested the lien be reduced to the amount of $2,121.36, which is the City's cost.

The current market value of the subject property is listed at $117,710.00. According to the Brevard County Property Appraiser, the use is listed as **Single Family Residence**.

The staff's recommendation is that the lien be reduced to **$2,121.36,** 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.

PRIORITY AREA CONNECTION:
Public Safety/Community Standards

BUDGETARY IMPACT:

PREVIOUS ACTION:
The Code Enforcement Board held a public hearing on **June 19, 2025**, at which time the Board suggested the lien be reduced to the amount of **$2,121.36,** which is the City's cost.

RECOMMENDED MOTION:
The staff's recommendation is that the lien be reduced to the amount of **$2,121.36**, which is the City's cost to prosecute this case**.**

— #20 fee

Application # CE - 23 - 64

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 21 2025
By
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 05/19/2025

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

Company (if applicable): Fair Price Properties LLC

Name: William "Johnny" Diamantas

Mailing Address: 10552 Plantation Bay Dr

City: Tampa State: FL Zip Code: 33647

Phone #: n/a Fax #: n/a

Mobile #: 321-759-8144 E-mail: johnny@fairpriceproperties.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: 309 N Georgia Ave, Cocoa, FL 32922

Parcel ID:

2 4 - 3 6 - 2 9 - 7 8 - 1 1 □ □ □ □ □ -

□ □ □ □ □ □ □

Tax Account Number:

2 4 2 2 5 9 2

Existing Use(s) on Property: 0110 - SINGLE FAMILY RESIDENCE

Proposed Use(s) on Property: 0110 - SINGLE FAMILY RESIDENCE

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? Vacant single family home pending sale

Nature of Violation(s): Code violation

Date Fine or Lien Imposed: 01/18/2024 Amount of Fine: $39,610.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: 05/06/2024

5. **Please provide the following information:**

Code enforcement case number: 23-64

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? approx 100 days

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:

This is a low-income housing area that my company wanted to improve. We were broken into and robbed twice, had a contractor run off and most recently, my former business partner failed to manage this properly. I was verbally told all violations were satisfied in May 2024. I am finally pending sale with a buyer who is receiving government assistance for the purchase and would like to get this closed out as soon as possible. Thanks for your time and consideration.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Business partner failed to manage this properly and I was not informed. I bought him out 3 weeks ago and am just trying to get this closed and sold to a good family.

Amount you are requesting that the lien be reduced to: $1,000.00

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:

I'm taking a loss in excess of $30,000 on this property due to multiple robberies, contractor theft and code violation delays. I think the $1,000 is fair to reimburse the city for time spent.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

No.

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

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** An Inspection of the property must be performed to be scheduled at the Code Board. Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** An Inspection of the property must be performed to be scheduled before council. Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☒ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Hillsborough. I, William John Diamantas 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)

MERLIEN BELLAMOUR
Notary Public
State of Florida
Comm# HH227728
Expires 2/27/2026

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

Personally Known ☐ OR Produced Identification ☐

Type of I.D. Produced FL D207536359 0

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 20th day of May, 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)

Cocoa Community Services
Code Enforcement Division
Affidavit for Cost Reimbursement of Code Enforcement Case

Case#: CE23-0064 **Date: 06/19/2025**

Fair Price Properties LLC.

Site Address: 309 N Georgia Ave

Cocoa Code Enforcement has incurred actual costs, as defined in F.S.S 162.09 for cost by the City in Prosecuting this case.

A. Salaries of Code Enforcement staff. (Hourly rate: Officer-$35.06, Coordinator-$36.06, Manager-$48.54, Chief-$69.71 & City Attorney-$150.00)

	Officer/Manager	# of Inspections	Hours	Rate	Total
1	Code Officer	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	10	0.5	35.06	$350.60
2	Code Manager	6	0.5	48.54	$291.24
3					
				Total A2	$641.84

	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): $2,121.36

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 23-64

THE CITY OF COCOA
A Florida Municipal Corporation,
Complainant,

vs.

FAIR PRICE PROPERTIES LLC
Owners of the Property located at:
309 N GEORGIA AVE
COCOA FL 32922
Parcel ID: 24-36-29-78-*-11

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 **October 19, 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:

☑ *XXII.Permit Required App A Art. XV Sec 2 (a)* **$25.00**
☑ *XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)* **$ 25.00**
☑ *XXVI.Premises Identification Ch 6 Sec. 6-1003 (c)* **$ 25.00**
☐ *Select Code Violation* **$ Select One**

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:

☑ *XXII.Permit Required App A Art. XV Sec 2 (a)* **$25.00**
☑ *XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)* **$ 25.00**
☑ *XXVI.Premises Identification Ch 6 Sec. 6-1003 (c)* **$ 25.00**
☐ *Select Code Violation* **$ Select One**

Order

BASED UPON THE FOREGOING FACTS AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED:

1. Respondent shall be given until November 18, 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:

☑ *XXII.Permit Required App A Art. XV Sec 2 (a)* **$25.00**
☑ *XXIX.Roofs & Drainage, Ch 6 Sec. 6-1003 (g)* **$ 25.00**
☑ *XXVI.Premises Identification Ch 6 Sec. 6-1003 (c)* **$ 25.00**
☐ *Select Code Violation* **$ Select One**

Per day may be imposed for each and every day any of the violations continue past the above-stated date ordered for compliance by the Board and the daily fines shall continue to run until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer. Respondent shall be responsible to immediately notify the Code Enforcement Officer if the property has been brought into compliance.

4. If the Board finds Respondent failed to comply with all violations by the date set forth herein, an Order Imposing Fine shall be entered and a certified copy of said Order may be recorded in the public records of Brevard County, Florida, which shall serve as a lien against the property.

Once the violations have been corrected, any of the same violations by Respondent within five years may constitute a repeat violation where the Board may impose a fine of up to $500.00 per day for each day the violation exists beginning the day the repeat violation is first observed by the Code Enforcement Officer.

DONE AND ORDERED THIS **19** DAY OF **October 2023**.

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 FAIR PRICE PROPERTIES LLC mailing address is 410 S WARE BLVD STE 607 TAMPA, FL 33619 this **19** day of **October, 2023**_____via __hand delivery/__certified mail/_✓U.S. mail/__posting (mark all that apply).

Darla D. Crowl
Secretary, Code Enforcement Board

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

COCOA CITY
65 STONE ST

COCOA, FL 32922

E

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO. 23-64
1/18/2024

CFN 2024028905, OR BK 9990 PAGE 1928,
Recorded 02/12/2024 at 03:20 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:1

THE CITY OF COCOA
A Florida Municipal Corporation

Complainant,

vs.

FAIR PRICE PROPERTIES LLC
Owners of the Property located at:
309 N GEORGIA AVE
Cocoa FL 32922

Parcel ID: 24-36-29-78-*-11

Respondent,
_____/

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE, having come for consideration, after being duly noticed, before the Code Enforcement Board of the City of Cocoa, Florida, on 1/18/2024 to determine whether any violations of the City of Cocoa Code of Ordinances existed on the property. The Board, having heard the arguments of the parties and the evidence presented and having reviewed the record and being otherwise fully advised, issued the Findings of Fact, Conclusions of Law and Order. The Order required the Respondent to come into compliance by 11/18/2023

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 **$75.00** per day until the violation is corrected and full compliance is confirmed by the Code Enforcement Officer.

This Order shall be recorded in the public records for Brevard County, Florida, which shall serve as a lien against and upon any real or personal property owned by the Respondent pursuant to Section 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED at Cocoa, Florida, this 18, day of January, 2024

CODE ENFORCEMENT BOARD OF THE CITY OF COCOA, FLORIDA

George Brown, Chairman

CERTIFICATION:
State of Florida, County of Brevard

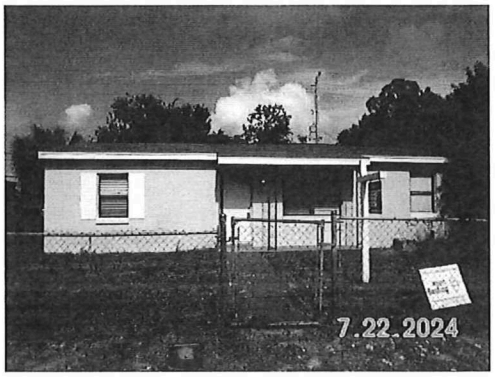
I hereby certify that this is an Original Copy of the Order of the Code Enforcement Board that was acknowledged before me this 18 day of January, 2024, by George Brown, Chairman of the City of Cocoa Code Enforcement Board.

Notary Public Signature

Notary Public State of Florida
Darla D Crowl
My Commission HH 327608
Expires 11/11/2026

REAL PROPERTY DETAILS
Account 2422592 - Roll Year 2024

Owners	FAIR PRICE PROPERTIES LLC
Mailing Address	410 S WARE BLVD, STE 607 TAMPA FL 33619
Site Address	309 N GEORGIA AVE COCOA FL 32922
Parcel ID	24-36-29-78-*-11
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.14
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0010/0045
Subdivision	BROADMOOR ACRES SUBD
Land Description	BROADMOOR ACRES SUBD LOT 11



VALUE SUMMARY

Category	2024	2023	2022
Market Value	$117,710	$94,880	$91,720
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$104,360	$94,880	$72,100
Assessed Value School	$117,710	$94,880	$91,720
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$104,360	$94,880	$72,100
Taxable Value School	$117,710	$94,880	$91,720

SALES / TRANSFERS

Date	Price	Type	Instrument
01/26/2022	$110,000	WD	9398/0320
01/24/2022	$95,000	WD	9397/2140
05/30/2017	$56,900	WD	7903/0690
04/27/2005	--	QC	5457/7857
04/22/2005	--	QC	5456/0052
01/22/2003	$38,000	WD	4808/1659
06/11/2002	--	QC	4614/0404
10/01/1980	$35,900	--	2259/0198
11/01/1977	$21,500	--	1810/0221
05/01/1974	--	QC	1441/0108

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)	1,040
Open Porch	42
Utility Room	60
Total Base Area	1,040
Total Sub Area	1,142

Extra Features	
Covered Patio	272

Dana Blickley, CFA
PROPERTY APPRAISER
Brevard County

1:750
0 20 40 80 ft
0 5 10 20 m

N
W E
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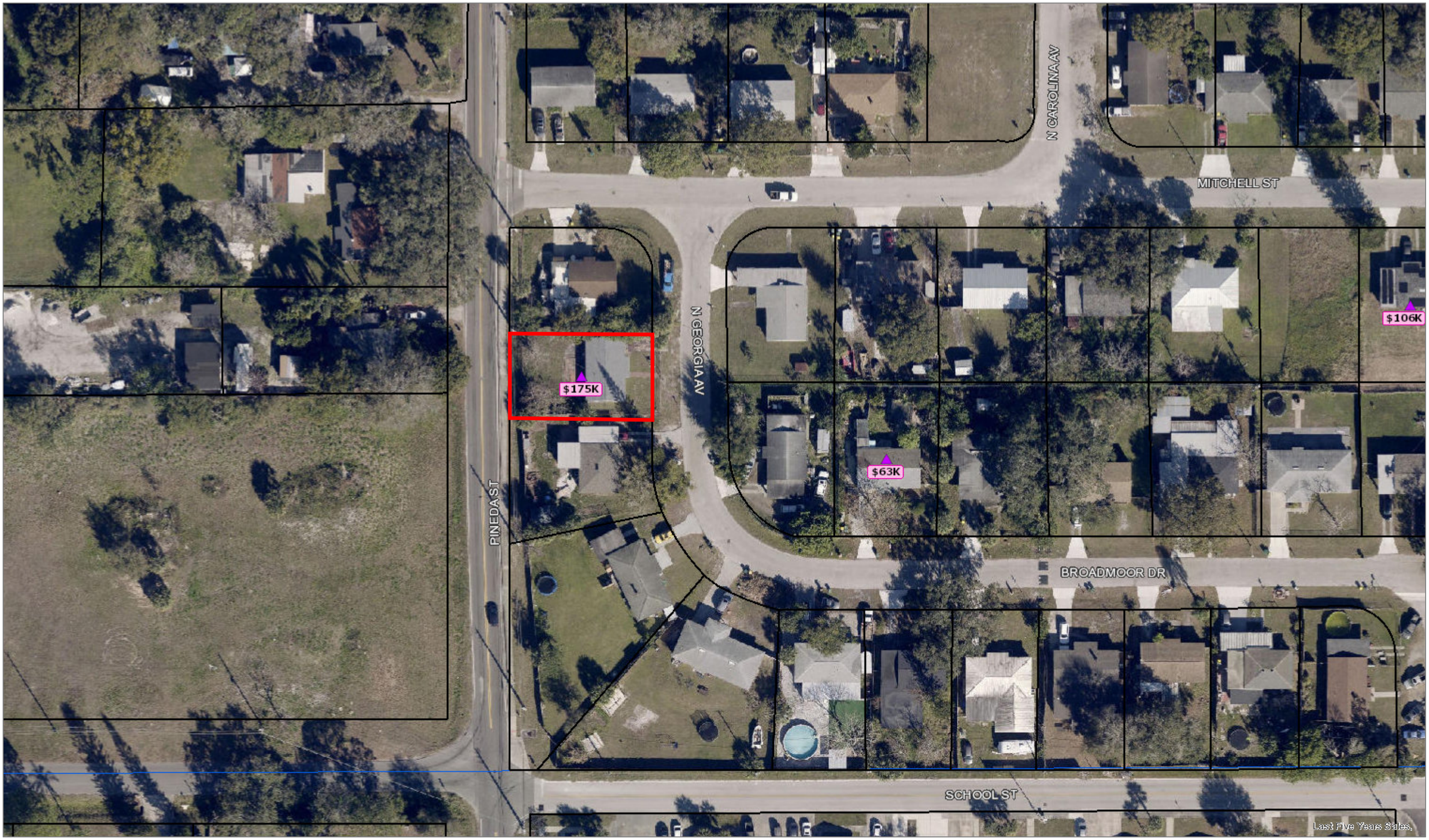


All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created July 14, 2025 (map data dates may vary)

CITY COUNCIL AGENDA ITEM

Memo Date:	June 30, 2025
Agenda Date:	July 22, 2025
File ID:	2025-615
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Provide Direction for a Task Order to Design and Permit a Trailhead with parking to Cocoa Conservation Area off of Cox Road with Myra Planning and Design LLC. No budgetary action is needed at this point. If approved, provide a funding source and authorize the City Manager to execute the Task Order Agreement and the budget transfer.

BACKGROUND:

At the Fiscal Year 2026 Budget Priorities workshop on March 4, 2025, Deputy Mayor Weeks requested an additional trailhead to Cocoa Conservation Area in District 3. At the Council meeting on April 22, 2025, Council Approved Option 1, to direct staff to determine the cost and other necessary actions to construct a trailhead and parking off Cox Road.

Design and Permitting will develop a concept plan for the access driveway, sidewalk, and trailhead layout on an aerial base. The intent is to minimize impact to natural resources on the project site. The concept plan will include a proposed trail connection alignment to existing trails within Cocoa Conservation Area. Design Scope listed below includes amenities required by the Master Cocoa Conservation Area Management plan that have not been built yet. These amenities will bring the City into compliance with the underlying grant from Florida Communities Trust.

- Driveway to parking lot: 1 H/C, 4 regular spots. Possible parking lot materials: natural, pervious pavers or void concrete grass-crete system.
- Picnic Pavilion – Cox Road
- Children's play area – Cox Road
- Volleyball court – Cox Road
- Trail connection to existing trails
- Coordination with Florida Communities Trust – A couple of email exchanges. They need to sign off on.
- Enhance & widen existing nature pathways to provide better mobility for both bicyclists and pedestrians
- Install a small playground near the main pavilion/bathrooms (Accessed by Cocoa Bay Blvd)
- Install a minimum of 10 interpretive signs highlighting fauna and animals

Staff worked with our consultant to generate a task order for the design and permitting

of the trailhead and parking in the amount of $131,808.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? **No**
If not budgeted, is amendment / transfer attached? **No**

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Provide Direction for a Task Order to Design and Permit a Trailhead with parking to Cocoa Conservation Area off of Cox Road with Myra Planning and Design LLC. No budgetary action is needed at this point. If approved, provide a funding source and authorize the City Manager to execute the Task Order Agreement and the budget transfer.

June 27, 2025

MPD Project Number: 32.301.25.003

Mr. Frank Mirabito
Project Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

RE: Cocoa Trailhead

Via Email (fmirabito@cocoafl.gov)

Dear Frank,

Please find attached a proposal for design services for the proposed Cocoa Trailhead. The proposal is based on our understanding of the City of Cocoa's needs. If you have any questions or wish to revise this proposal, feel free to contact me at (407) 446-7227.

If this proposal is acceptable, please let me know and I will finalize it for signature.

Sincerely,

Myra Planning and Design, LLC
Myra Monreal, Manager

City of Cocoa Public Works Department
Cocoa Trailhead
June 27, 2025
MP+D Project # 32.301.25.003

Section A Background

The City of Cocoa (City) will retain the services of Myra Planning and Design, LLC (Consultant) to prepare conceptual design, permitting, and construction documents for a trailhead and access facilities in Cocoa, Florida. Access to the trailhead be from a new driveway and sidewalk on 1440 Cox Road. Trailhead connections include widening the existing unpaved trail in the Cocoa Conservation area. The trailhead will include up to four regular parking spots, one ADA parking spot, interpretive signage, seating, and sand volleyball court. Access to the trailhead will be provided with a stabilized access drive and parallel sidewalk. Fencing will be provided to screen the driveway and trailhead from adjacent parcels. The final project will include a refined program and layout that avoids impacts to wetlands and other environmentally sensitive areas to the greatest extent practicable. The design intent is to incorporate strategies to preserve natural hydrology, minimize grading within or near wetlands, and comply with applicable federal, state, and local environmental regulations.

For the purposes of the agreement, the professional services associated with the work for the parking lot will be referred to as the Project. Upon receipt of a Notice to Proceed, the Consultant will provide the following services.

Section B Scope of Services

1.0 Project Administration and Coordination

This task includes administration of the prime agreement with the City and subconsultants, as well as coordination with City of Cocoa departments, Florida Communities Trust, St Johns River Water Management District (SJRWMD), and other agencies. Under this task the Consultant will endeavor to ensure a seamless Project team effort, maintaining continuous communication with the City and facilitate review processes.

Toward this end the Consultant will assign the Project Administration and Coordination duties to Myra Monreal. Ms. Monreal assisted by other professionals, will be involved in critical milestone review meetings and be readily available to the design team and the City; and keep City apprised of the work progress, schedule, anticipated review dates, and coordinate review and regulatory agency approvals.

1.1 Coordination Meetings

The Consultant will coordinate site reviews and data collection efforts with the City. The City shall designate a contact person that will serve as the City's representative. It is anticipated that no more than five in person or virtual meetings will be required for this task. The meeting may include:

- Scoping and Field Review Meeting
- Concept Plan Review Meeting
- Permitting Review Meeting
- Construction Documents Review Meeting

2.0 Data Collection Task

2.1 Site Investigation and Project Validation

The Consultant will compile and review existing project documentation and a conduct a site investigation to assess existing site conditions. The program verification task will confirm the extent of

improvements and project limits and verification and development of revised design criteria for the proposed improvements. Coordination requirements will be established during this phase.

Supplementary information provided by the City is provided in Attachment A.

2.2 Design Criteria and Requirements

The parcel identified for the Project is zoned single family residential. For this Project, the trailhead and access points will use the setback requirements of residential zoning.

3.0 Concept Plan Development

The Consultant will develop one concept plan for the access driveway, sidewalk, and trailhead layout on an aerial base. The intent is to minimize impact to natural resources on the project site. The concept plan will include the proposed trail connection alignment. No formal permit coordination with SJRWMD is anticipated at this phase.

Deliverables: PDF of Concept Plans

4.0 Final Civil Engineering Design Plans

A subconsultant, KEITH, will prepare the final civil engineering design from the concept plan approved by the City.

4.1 Survey

A subconsultant, KEITH, will perform survey services. The survey will be utilized in the preliminary and final engineering documents.

4.2 Geotechnical Services

A subconsultant, Ardaman and Associates, will perform geotechnical services. The geotechnical investigation will be provided as a separate bound report

4.3 Site Furnishing, Amenities, and Signage

A subconsultant, Land Image Consulting, LLC, will perform interpretive signage and identify site furnishings for the trailhead.

4.4 Subsurface Utility Engineering and Coordination

No subsurface utility engineering and coordination will be conducted. Contractor will identify and verify locations. Existing utility locations will be based upon City provided data.

4.5 Wetland and Surface Water Delineations

A subconsultant, Howe Ecological, will delineate the limits of potentially jurisdictional wetlands and surface waters on the Site based on the methodologies detailed in Chapter 62-340 F.A.C.

5.0 Construction Documents (CD)

A subconsultant, KEITH, will assemble and compile the electronic work products developed during the preliminary design phase of this project. The final design will be developed from the concept plans approved by the City.

This will include the specification of permeable pavements such as porous asphalt, pervious concrete and interlocking pavers instead of conventional pavements. For this scope and size project, the final Construction Drawings package may include the following:

1. Cover Sheet

2. Drawing Index Sheets
3. Paving, Grading, and Drainage Plans
4. Signing and Pavement Marking Plan
5. Erosion Control Plan

Deliverable: PDF of Final Civil Engineering Design Plans and Specifications

5.1 Site Furnishing, Amenities, and Signage

A subconsultant, Land Image Consulting, will prepare the following for the final Construction Drawings package:

1. Site Furnishing, Amenities, and Signage Plans

Deliverable: PDF of Site Furnishing, Amenities, and Signage Plans and Specifications

5.2 Cost Estimate

A subconsultant, KEITH, will prepare an opinion of probable construction cost. Unit costs will be sourced from the Florida Department of Transportation unit prices for Area08.

Deliverables: PDF of Cost Estimate

5.3 Bidding and Construction Services

Subconsultants will perform bidding and construction services for their associated set of construction documents. These services include reviewing the record drawings (as-builts) provided by the Contractor to ensure substantial conformance to the permitted plans.

6.0 Subcontracted Services

- Survey will be performed by subconsultant KEITH
- Civil engineering services will be performed by subconsultant KEITH.
- Site furnishings, amenities, and signage will be performed by subconsultant Land Image Consulting.
- Geotechnical / Materials Testing will be performed by subconsultant Ardaman and Associates.
- Wetland and surface water delineations will be performed by subconsultant Howe Ecological.

Section C Exclusions

The proposed scope of services and cost(s) assume the following additional items are excluded from this scope of services:

1. Platting, re-zoning, and conditional use of the parking lot parcels.
2. Tree assessment on the health of trees.
3. Tree mitigation.
4. Landscape, irrigation, and lighting.
5. Subsurface utility engineering.
6. Utility coordination.
7. Utility engineering design.
8. Electric vehicle charger design and specifications.
9. Structural design for wall, fence, or column details.
10. Engineer’s report.
11. Presentations to the public or boards.
12. Public meetings, flyers, and notifications.
13. Permit fees.

14. Construction engineering and inspection services.

Section D City Responsibilities
The City will provide relevant Comprehensive Plan, City Code references, and existing and planned utility locations. The City will also be responsible for any local agency permit fees.

Section E Compensation
Compensation for services rendered by the Consultant will be on a lump sum basis, per task, in accordance with the rates agreed to in the Master Services Agreement for Professional Services, March 30, 2023.

The total estimated cost of the Consultant's services, including reimbursable expenses is $131,807.50.

A detailed fee breakdown is provided in Attachment B.

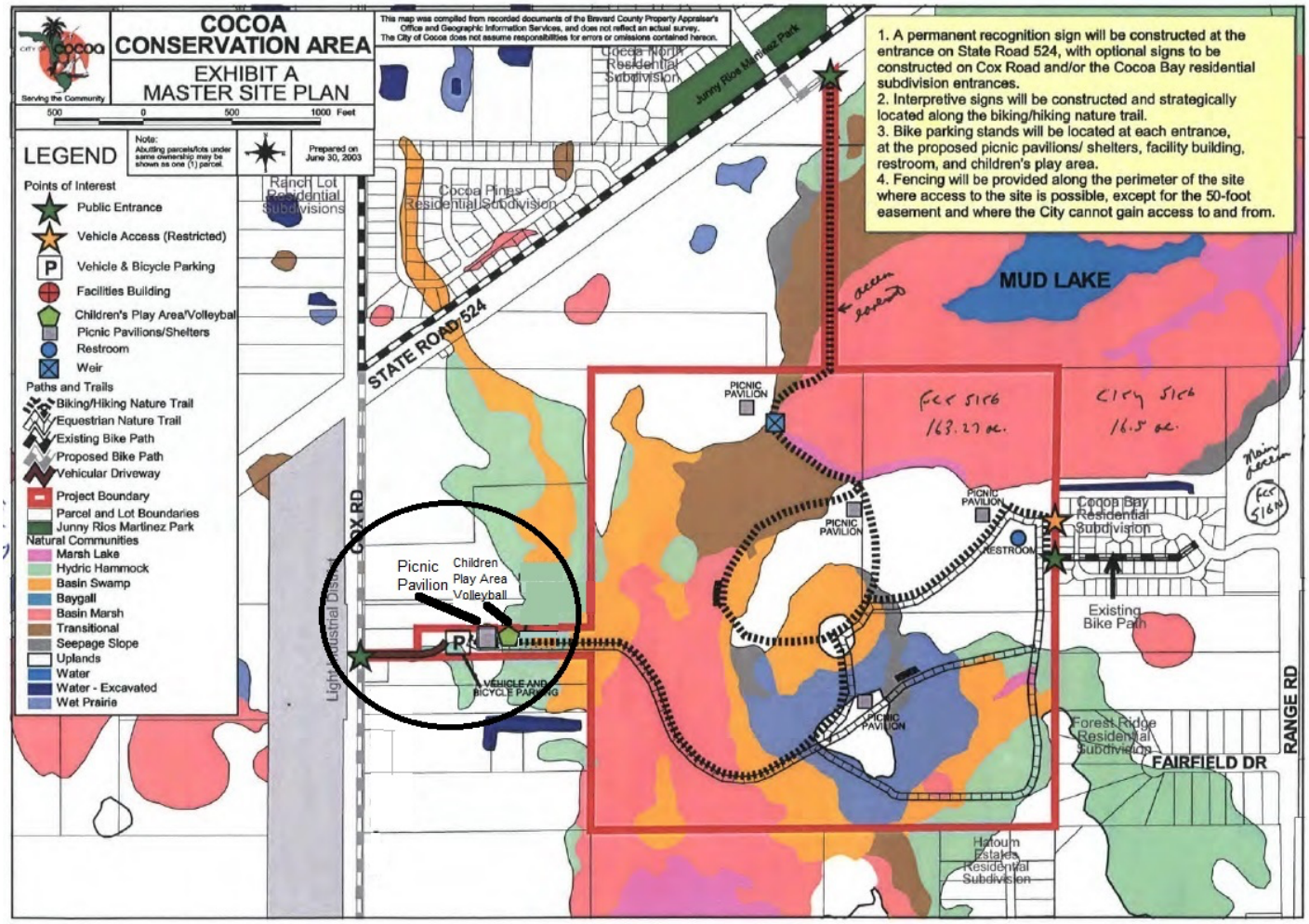
Section F Schedule

Task	Descriptions	Duration
1	Project Administration	Concurrent
2	Data Collection and Site Survey	2 weeks
3	Conceptual Design	2 weeks
	Client Review	1 week
4	Survey	2 months
	Final Design	3 months
	Permitting	3 to 4 months
5	Construction Documents	2 months
	Client Review	1 week

Total survey, design, and permitting time is up to 50 weeks.

Attachment A





ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Cocoa Trailhead
County: Brevard
FPN: N/A
FAP No.: N/A

Consultant Name: Myra Planning and Design
Consultant No.: Myra Planning and Design
Date: 6/27/25
Estimator: Myra Monreal

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal	Professional Engineer	Landscape Architect	CAD Tech / GIS	Field Tech	Intern	Staff Classi-fication 7	Staff Classi-fication 8	Staff Classi-fication 9	Staff Classi-fication 10	Staff Classi-fication 11	Staff Classi-fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$220.50	$220.50	$0.00	$110.25	$82.69	$33.08	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
1.0 Project Administration and Coordination	0	16	0	0	0	0	0	0	0	0	0	0	0	16	$3,528	$220.50
1.1 Coordination Meetings	0	20	0	0	0	0	0	0	0	0	0	0	0	20	$4,410	$220.50
2.0 Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
2.1 Site Investigation and Project Validation	0	8	0	0	0	0	0	0	0	0	0	0	0	8	$1,764	$220.50
2.2 Design Criteria and Requirements	0	8	0	0	0	0	0	0	0	0	0	0	0	8	$1,764	$220.50
3.0 Concept Plan Development	0	8	0	0	40	0	0	0	0	0	0	0	0	48	$6,174	$128.63
4.0 Final Civil Engineering Design Plans	0	8	0	0	0	0	0	0	0	0	0	0	0	8	$1,764	$220.50
4.1 Survey	0	2	0	0	2	0	0	0	0	0	0	0	0	4	$662	$165.38
4.2 Geotechnical	0	2	0	0	0	0	0	0	0	0	0	0	0	2	$441	$220.50
4.3 Site Furnishing, Amenities, and Signage	0	2	0	0	0	0	0	0	0	0	0	0	0	2	$441	$220.50
4.4 SUE Services and Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4.5 Wetlands and Surface Water Delineations	0	2	0	0	0	0	0	0	0	0	0	0	0	2	$441	$220.50
5.0 Final Civil Engineering Design	0	6	0	0	4	0	0	0	0	0	0	0	0	10	$1,764	$176.40
5.1 Landscape, Irrigation, and Lighting	0	2	0	0	0	0	0	0	0	0	0	0	0	2	$441	$220.50
5.2 Cost Estimate	0	8	0	0	0	0	0	0	0	0	0	0	0	8	$1,764	$220.50
5.3 Bidding and Construction Services	0	8	0	0	4	0	0	0	0	0	0	0	0	12	$2,205	$183.75
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	0	100	0	0	50	0	0	0	0	0	0	0	0	150		
Total Staff Cost		$22,050.00	$0.00	$0.00	$5,512.50	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$27,562.50**	**$183.75**

Check = $27,562.50

Survey Field Days by Subconsultant	
4 - Person Crew:	

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:					$27,562.50
OVERHEAD:			0%		$0.00
OPERATING MARGIN:			0%		$0.00
FCCM (Facilities Capital Cost Money):			0.00%		$0.00
EXPENSES:			0.00%		$0.00
Survey (Field - if by Prime)	0	4-man crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$27,562.50**
Subconsultant: KEITH	Meetings and Survey				$30,730.00
Subconsultant: KEITH	Civil Engineering & Permitting Support				$47,425.00
Subconsultant: Ardaman	Geotechnical				$6,570.00
Subconsultant: Land Image Cons	Site Furnishings, Amenities, and Signage				$17,520.00
Subconsultant: Howe Ecological					$1,000.00
Subconsultant: Sub 6					$0.00
Subconsultant: Sub 7					$0.00
Subconsultant: Sub 8					$0.00
Subconsultant: Sub 9					$0.00
Subconsultant: Sub 10					$0.00
Subconsultant: Sub 11					$0.00
Subconsultant: Sub 12					$0.00
SUBTOTAL ESTIMATED FEE:					**$130,807.50**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$130,807.50**
Reimburseables					$1,000.00
GRAND TOTAL ESTIMATED FEE (Limited Amount):					**$131,807.50**

KEITH
Engineering Inspired Design.

AGREEMENT FOR PROFESSIONAL SERVICES

June 25, 2025

Myra Monreal, PE, AICP
Myra Planning and Design. LLC
1600 Edgewater Drive
Orlando, FL 32804
Phone: (407) 536 – 7526
E-mail: mam@myraplanning.com

Project Name: Cocoa Conservation Area Trailhead
Project Location: Cocoa, FL
KEITH Project Number: 13374.00
Work Order Number: 04

Dear Myra Monreal:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and Myra Planning and Design. LLC ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services. KEITH will begin work within ten (10) days after receipt of a fully executed copy of this Agreement. Such receipt will constitute written notice to proceed. This proposal will remain valid for thirty (30) days.

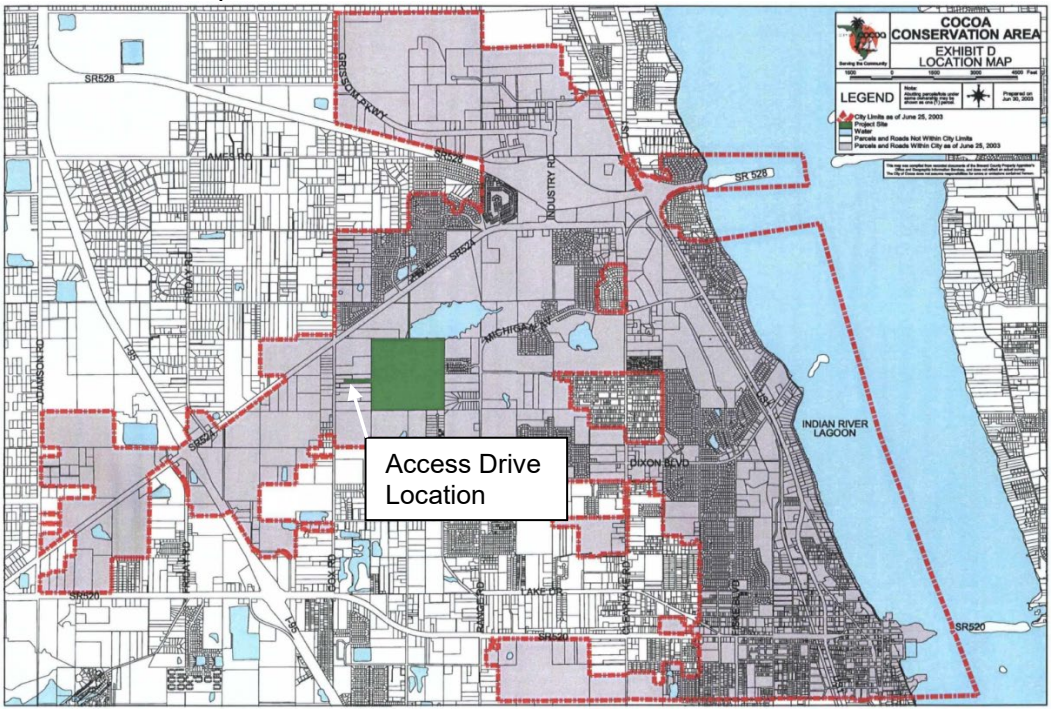
PROJECT UNDERSTANDING
The CLIENT has requested that KEITH assist in the development of the Trailhead Parking Facility with a public access drive and parking facility to a City owned conservation area. The PROJECT SITE is located at 1440 Cox Road, Cocoa, Florida. The property consists of three parcels that include folio number 24-35-24-00-3 and the OWNER of the property is listed as City of Cocoa. The project will provide public access to the conservation area off of Cox Road within the City's property. The design will include an 18-ft wide stabilized access drive, parallel sidewalk, four (4) pervious parking spot, and one (1) ADA accessible spot adjacent to or within the access easement. Facilities will be designed with minimal impact to natural resources on the Project Site.

Additional information in graphic format is included on the following page.

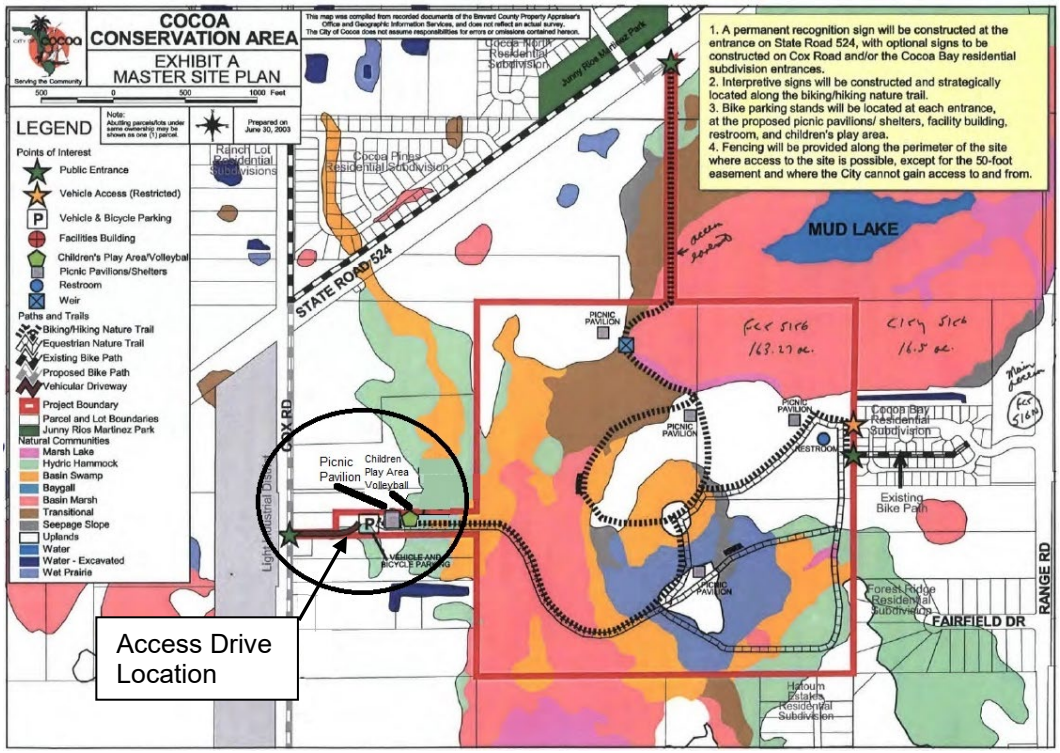
KEITH will be responsible for the following disciplines: Civil and Survey. The scope of work is specifically described on the following pages and does not include work by other necessary disciplines unless specifically noted in the contract. The CLIENT/OWNER is responsible for all other disciplines to complete the project. KEITH has identified the following agencies that will require coordination, submittals and or permitting throughout the project: St. Johns River Water Management District (SJRWMD). If additional agency coordination is required, this will be included as a contract addendum.

The CLIENT is responsible for providing Geotechnical and Environmental reports. KEITH has not included any potential scope of work that is offsite. Offsite improvements that may result as a part of this project will be considered as additional service and contracted, if necessary, through an addendum to this agreement. KEITH will work to identify any potential offsite improvements as early as possible for the CLIENT/OWNER review.

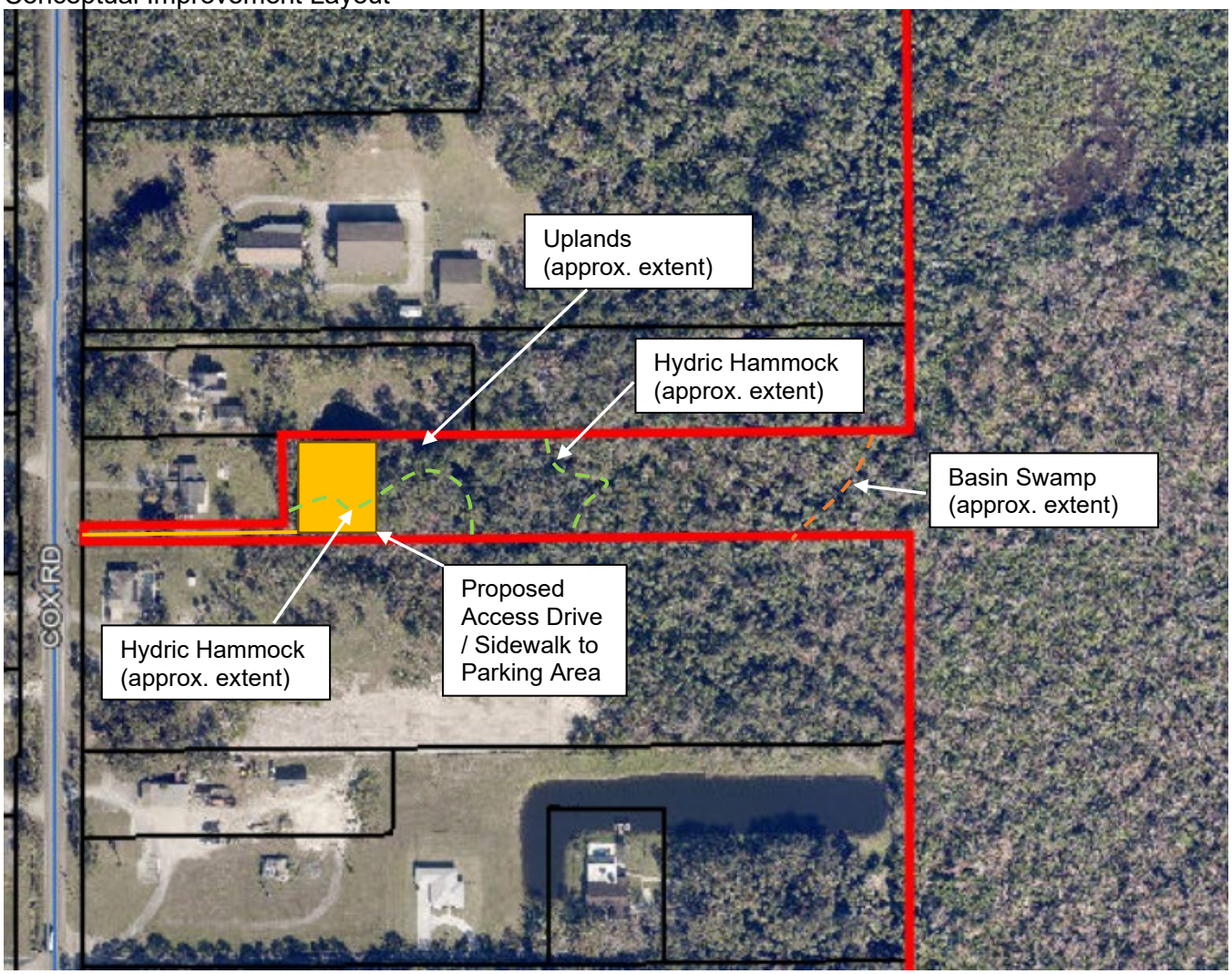
Site Location Map



Conceptual Location Map



Conceptual Improvement Layout



APPROACH

KEITH believes in a context-based approach that considers multiple facets of the development process resulting in solutions that are curated for each authentic scenario. In addition to the traditional design approach, we believe careful consideration should be given to economic, ecological, and social factors. This cohesive approach to each project is engineered to enhance the opportunity for a resilient solution.

Our approach is categorized into the following three general phases:

Exploration Phase – The process of becoming familiar with an area through extensive analysis.

Inspiration Phase – The process of developing ideas emanating from the exploration process.

Implementation Phase – The process of activating a decision or plan

PROJECT SCOPE

KEITH will provide the below services to assist the CLIENT and Project Team.

☒ Survey
☐ ALTA/NSPS
☒ Topography
☒ Boundary
☒ Tree
☐ Sketch and Description
☐ Construction Layout
☐ Construction As-Built
☐ Other:

☐ SUE
☐ Horizontal Designation
☐ Location Services
☐ Utility Mapping
☐ Records Research
☐ Other_____

☐ Planning Services
☐ Due Diligence
☐ Platting
☐ Rezoning
☐ Conditional Use Permit
☐ Right of Way Vacation
☐ Site Plan Processing and Coordination
☐ Site Plan / Project Coordination
☐ Other_____

☒ Civil Engineering Services
☒ Paving, Grading and Drainage
☐ Water Distribution and Sanitary Sewer
☒ Erosion Control Plan
☒ Other: Environmental Resource Permit

☐ Transportation Engineering Services
☐ Major Roadway
☐ Minor Roadway
☐ Drainage
☐ Maintenance of Traffic Plans
☐ Quality Control
☐ Other_____

☐ Traffic Engineering Services
☐Traffic Impact Study
☐Traffic Impact Statement
☐ Parking Study
☐ Pavement Marking and Signage
☐ Signalization
☐ Roadway Lighting
☐ Other_____

☐ Landscape Architecture Services
☐ Hardscape and Paving
☐ Fine Grading
☐ Landscape
☐ Irrigation
☐ Site Lighting
☐ Pools or Water Features
☐ Specialty Features
☐ Tree Inventory & Analysis
☐ Other_____

☐Construction/Program Management Services
☐ Permitting
☐ Bidding Assistance
☐ Building Permit Coordination
☐ Construction Observation
☐ Construction Certification
☐ Other_____

It is assumed adequate service points already exist on-site or at the abutting site boundary or in the adjacent public right-of-way. No sewage pump station or offsite improvements or extensions, other than service connections, are anticipated under this Proposal.

DESCRIPTION OF SERVICES AND DELIVERABLES

MEETINGS AND COORDINATION

Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including project orientation meetings, review with City Planning, Zoning, Fire Marshall, Engineering, and Utility representatives, and coordinate with applicable State and County Agencies required for final permit submittals.

KEITH will prepare for and attend all team meetings on an as needed basis for the duration of the project. KEITH will be represented at reoccurring team meetings by the project manager and when necessary any team experts for specific disciplines.

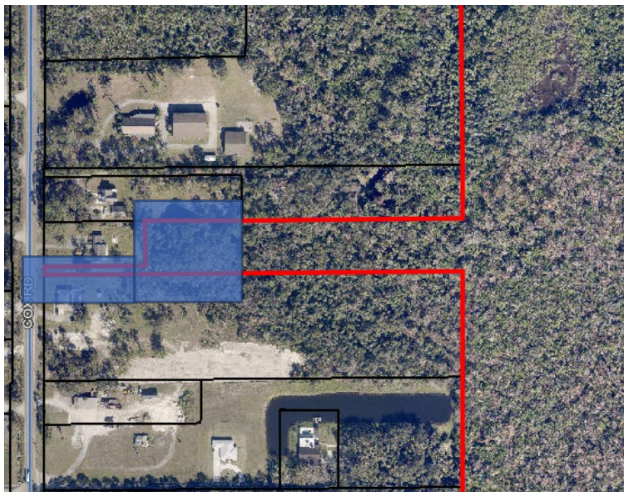
For all applicable meetings KEITH will provide meeting minutes for the use of capturing discussion items, setting action items as well as follow-up. Unless directed otherwise by the CLIENT these meeting minutes will only serve to capture the items directly responsible to the KEITH team and the interaction with agencies and/or the CLIENT.

SURVEY SERVICES

Task 101 Boundary and Topographic Survey

KEITH will prepare a Boundary and Topographic Survey of the site extending 50’ feet outside of the Conceptual Trail Location (200’ foot wide corridor) or to the adjoining houses, whichever comes first. The survey will show the boundary and easement lines (as available on adjoining plats or as provided by the client) together with surface improvements such as buildings, roadways, pavement, sidewalks, traffic striping, walls, fences, surface utilities, etc. within 50’ feet of the project limits. Trees within the parcel (red lines below within the blue shading) will be noted by common name and trunk diameter at breast height. Existing visible storm structures will be noted with the pipe invert elevation, diameter, material, and direction. Jurisdictional wetland lines, marked by the Environmental Consultant, will be shown on the survey. KEITH anticipates going out to the site twice: once to survey the existing conditions and a second time to measure the wetland normal pool and seasonal high elevations during the permitting process. Survey will be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations will be shown at an interval of approximately 50 feet, including intermediate changes in grade. Survey does not include title work.

Survey Scope Exhibit:



CIVIL ENGINEERING SERVICES

Task 401 Construction Documents (CD) – Final Engineering

Paving, Grading, and Drainage Plans
KEITH will prepare on-site paving, grading, and drainage construction plans, and quantities, to support the proposed development, that meet the requirements of the jurisdictional regulatory agencies. Calculations will be performed to address the impacts of the proposed development relating to the requirements for permit agency submittal. The stormwater management system will address water quality treatment and water quantity storage to meet the requirements of the jurisdictional agencies. Typical sections and standard paving and drainage details and notes for the construction of the paving, grading, and drainage system are included. KEITH will work with the Geotechnical Engineer to design pervious parking options suitable for the on-site soils and access drive pavement which will require minimal maintenance. Soils percolation tests to satisfy regulatory agency requirements will be performed by others as required.

Existing utility locations will be based upon City provided data.

No offsite roadway improvements beyond a direct driveway connection to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

Pavement Marking and Signing Plans
KEITH will prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan will include standard details and notes.

Erosion Control Plans
KEITH will prepare an Erosion Control Plan for the project that meets the requirements of the regulatory agencies and for the Contractor's use in preparing and processing the required Stormwater Pollution Prevention Plan (SWPPP), in compliance with the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP)" through FDEP. The Erosion Control Plan(s) will include standard details and notes to meet the requirements of the regulatory agencies.

Task 402 Engineering Permitting

KEITH will attend required pre-application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

Development Review

- City Final Design Review (assumes site plan approval process to be led by CLIENT).

Paving, Grading, and Drainage System

- FDEP – Self-Certified General Permit per 403.814(12) F.S.
- City Engineering Division.

Pavement Markings and Signage

- City Engineering Division.

KEITH will supply erosion control plans and Environmental Resource Permit to the owner and contractor for contractor's use in preparing the NPDES Storm Water Pollution Prevention Plan (SWPPP) and securing the required NPDES Construction Activity Permit. The contractor (as permittee) is responsible for monitoring the construction activity for compliance with the NPDES permit and report to FDEP in accordance with the Permit.

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

CONSTRUCTION ADMINISTRATION SERVICES

Task 801 Construction Administration

Construction Observation for Certification
KEITH will provide construction services to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and will require additional fees.

Periodic Site Visits and Construction Observation
KEITH will visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work.

KEITH will coordinate and attend one (1) Pre-construction Meeting. If required by the CLIENT, KEITH will attend or participate in CLIENT scheduled coordination and progress meetings or telephone conferences.

The Contractor will coordinate through KEITH the scheduling of testing. KEITH will represent the CLIENT in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

KEITH will provide additional construction observations at the request of the CLIENT / Permit agencies due to unforeseen conditions or other circumstances.

Additional construction observation services, Re-tests and failed inspections, will be invoiced on a time and material basis in accordance with KEITH Professional Service Fee schedule (attached).

Issue Clarifications
KEITH will issue all instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents; have authority, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference Calls
KEITH will attend and/or participate in periodic project meetings and conference calls as requested by the CLIENT and CITY. KEITH will review requests for information prepared by the Contractor and respond accordingly to all parties. KEITH will prepare drawings supplemental information needed to address the contractor's request for information.

As-Builts Review
KEITH will review the record drawings (as-builts) to ensure substantial conformance to the permitted

plans twice. Additional reviews due to non-compliant As-builts submitted by the contractor, may impact schedule and will require additional fees. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections
KEITH will participate with the CLIENT's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of any defective or deficient items.

KEITH will participate in a final inspection together with CLIENT and contractor representatives to verify "Punch List" items are complete, and in substantial conformance to the permitted plans.

Additional inspections due to non-compliant Punch List items may impact schedule and will require additional fees.

Upon satisfactory completion of the final inspection, KEITH will certify the work has been completed in substantial conformance to the permitted plans, subject to any conditions therein expressed.

Final Certifications
KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

We anticipate the following items requiring as-built certification:

- Paving Grading and Drainage System

Note: Construction-related surveying (stakeout, as–built plans, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

SCHEDULE

<u>MEETINGS AND COORDINATION</u>	
Task 001 Team Meetings and Meetings with Government Agencies / Permit Authorities	duration
<u>SURVEY SERVICES</u>	
Task 101 Boundary and Topographic Survey	10 weeks
<u>CIVIL ENGINEERING SERVICES</u>	
Task 401 Construction Documents (CD) – Final Engineering	24 weeks
Task 402 Engineering Permitting	24 weeks
<u>CONSTRUCTION ADMINISTRATION SERVICES</u>	
Task 801 Construction Administration	4 months

COMPENSATION

MEETINGS AND COORDINATION	
Task 001 Team Meetings and Meetings with Government Agencies	$3,780 (Hourly/Estimate)*
SURVEY SERVICES	
Task 101 Boundary and Topographic Survey	$26,950 (Lump Sum)
CIVIL ENGINEERING SERVICES	
Task 401 Construction Documents (CD) – Final Engineering	$24,000 (Lump Sum)
Task 402 Engineering Permitting	$15,725 (Lump Sum)
CONSTRUCTION ADMINISTRATION SERVICES	
Task 801 Construction Administration	$7,700 (Hourly/Estimate)*
Total Fee	**$78,155 + any reimbursables**

**NOTE: The above "(Hourly/Estimate)" project task fees are based on the durations listed in the Project Schedule above. If the Task scheduled durations exceed the estimated time listed in the Project Schedule above, the "(Hourly/Estimate)" fee will increase proportionally. This work will be billed in accordance with KEITH current Professional Service Fee Schedule. If the billing reaches 75% of the estimated fee, an additional contract addendum will be submitted to the CLIENT.*

If you concur with the foregoing as well as the attached General Terms and Conditions dated January 1, 2025, and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT KEITH	As to CLIENT Myra Planning and Design, LLC
_____	Signature:_____
Alex Lazowick, PE, PMP, ENV SP	Print Name:_____
President / CEO	Title:_____
DATED:_____	DATED:_____

KEITH

BILLING INFORMATION FORM

Project Name: _____

Project Location: _____

Client Job/P.O Number: _____

CLIENT BILLING INFORMATION

Company: _____

Attention: _____ **Title:** _____

Address: _____

City, State, Zip: _____

Phone: _____

Email (for invoicing): _____

SPECIAL BILLING INSTRUCTIONS:

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____

Address: _____

Phone: _____ **Email:** _____

GENERAL TERMS AND CONDITIONS

I. COMPENSATION

A) Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply, and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices will be submitted according to our current professional service fee schedule. Please note that the rates listed in 'Exhibit A' are for reference only and reflect the rates at the time of the document's creation. We reserve the right to update our rates at our discretion. In the case of a compensation schedule, the terms of payment shall be defined on a case-by-case basis.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. If CONSULTANT's work is suspended, the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, CONSULTANT may, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest at the highest rate allowable by law, its reasonable attorneys' fees and costs. The CONSULTANT may also proceed with lien on property.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

B) Reimbursable Expenses:

CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge. Reimbursable expenses shall include but not be limited to the following items.

A. Cost of black and white or color copies for drawings, specifications, reports, cost estimates, xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
B. Travel associated with the project, including, but not limited to, mileage (standard IRS rate), business or first-class airfare, automobile rental, hotel and meals.
C. Cost of postage and shipping expenses, including courier services.
D. Cost for advertising, special models, renderings or other promotional materials not outlined in the scope of services

C) Additional Services:

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.

D) Time for Completion

CONSULTANT shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

If Owner authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.

II. PROVISIONS RELATIVE TO THE SERVICES RENDERED

A) Re-use of Documents:

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property and may be used for publication.

B) Performance:

CONSULTANT shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

C) Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

Technical Limitations for all Sub Surface Utility Coordination

Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically, the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. If the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not directly available and, in most cases, can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a potion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify KEITH against any losses because of limitations within the equipment, but not against negligence on the part of KEITH. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. KEITH will not be responsible for damage caused by others. KEITH will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath

other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. KEITH will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used, and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.

D) Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E) Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within forty-five (45) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

F) Liability:

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or $50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

NO INDIVIDUAL LIABILITY. IN ACCORDANCE WITH FLORIDA STATUTE SECTION 558.0035, ANY CLAIMS ARISING OUT OF THIS AGREEMENT OR ANY ACTS, OMISSIONS OR NEGLIGENCE OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ANY OTHER DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT, INCLUDING BUT NOT LIMITED TO DESIGN PROFESSIONALS WHO MAY SIGN AND SEAL DOCUMENTS RELATED TO THE SERVICES, SHALL ONLY BE ASSERTED AGAINST CONSULTANT AND NOT AGAINST ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR INDIVIDUAL DESIGN PROFESSIONAL . AS REQUIRED BY FLORIDA STATUTE SECTION 558.0035, NO INDIVIDUAL DESIGN PROFESSIONAL IS A PARTY TO THIS AGREEMENT.

G) Litigation:

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

III. CLIENT'S OBLIGATIONS:

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

IV. GENERAL PROVISIONS:

A) Persons Bound by Agreement:

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

B) No Waiver or Modifications:

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

C) Governing Laws or Venue:

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, Florida.

KEITH
Engineering Inspired Design.

EXHIBIT A
PROFESSIONAL SERVICE FEE SCHEDULE

	Hourly Rate
Senior Project Executive	$400.00
Project Executive	$350.00
Expert Witness	$500.00
Government Liaison	$400.00
Senior Project Manager	$275.00
Project Manager III	$225.00
Project Manager II	$175.00
Project Manager I	$165.00
Assistant Project Manager	$100.00
Administrative Assistant	$80.00
Engineer VI	$250.00
Engineer V	$215.00
Engineer IV	$195.00
Engineer III	$165.00
Engineer II	$135.00
Engineer I	$125.00
Senior Construction Manager	$190.00
Construction Manager	$160.00
Inspector III	$125.00
Inspector II	$100.00
Inspector I	$90.00
Chief Surveyor	$190.00
Sr. Surveyor & Mapper	$180.00
Project Surveyor II	$165.00
Project Surveyor I	$150.00
Technician IV	$140.00
Technician III	$125.00
Technician II	$110.00
Technician I	$90.00
Chief Planner	$190.00
Senior Planner	$160.00
Planner IV	$140.00
Planner III	$125.00
Planner II	$110.00
Planner I	$90.00
Senior Landscape Architect	$200.00
Landscape Architect II	$165.00
Landscape Architect I	$135.00
Arborist	$140.00
Designer III	$145.00
Designer II	$135.00
Designer I	$125.00
Chief Utility Coordinator	$190.00
Senior Utility Coordinator	$150.00
Utility Coordinator	$110.00
Subsurface Utility Location Manager	$140.00
Field Supervisor	$90.00
Utility Designating/GPR	$200.00
Survey Crew IV	$250.00
Survey Crew III	$200.00
Survey Crew II	$150.00
Survey Crew I.	$100.00
Survey Static Laser Scanning	$250.00
Survey Drone Crew	$200.00
Impervious Coring >8”	$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface)	$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface)	$450.00/Each

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

March 21, 2025
Proposal File No. 2523-049
Revised June 23, 2025

Myra Planning and Design, LLC
1600 Edgewater Drive
Orlando, Florida 32804

Attention: Ms. Myra Monreal, PE, AICP

Subject: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Cocoa Conservation Area Trailhead Improvements
Cocoa, Florida

Dear Ms. Monreal:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by the client, the proposed construction for this phase of the project will include an approximate 320-foot-long unpaved access road and a stabilized passenger vehicle parking area at the end of the access road. The parking area will reportedly be low impact design.

Grading plans are not complete at this time; therefore, we have assumed that approximately 2 to 3 feet of fill is required to raise the access road and stabilized parking areas to final elevations.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed access road and stabilized parking area. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

Since the site is heavily wooded, minor brush mowing will be performed to provide access to the boring locations. We could direct a site work contractor to mow minimal paths to our boring locations. Assistance from the client will be needed to help identify wetland areas and areas of threatened and/or endangered species habitat which should be avoided when performing these minor brush mowing operations. Also, this proposal assumes that permission from local Code Enforcement, SJRWMD or other pertinent agencies for the minor mowing, if necessary, has been obtained by the client. One-half day of brush mowing is included in this proposal.

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Access Road	8 Hand Auger	5
Stabilized Parking Area	4 Hand Auger	5

The hand auger borings will be drilled to the depth presented in the preceding table or to a depth of 1 to 2 feet below the encountered groundwater level, whichever is encountered first, using a 3-inch diameter, hand-held bucket auger. Each sample will be removed from the auger in the field and then examined and visually classified by our engineering technician.

Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

In addition, we have budgeted for up to one-half day of muck probing within the project area should evidence of surficial organic muck soils be found during the brush mowing and/or performance of the hand auger borings. These probes are performed by hand-pushing ½-inch diameter steel rod into the ground until penetration is refused. The depth is recorded as the assumed depth of muck.

Two shallow test pits will be excavated on the site to a depth of 1 to 2 feet below existing ground surface in the proposed parking area. A 3-inch diameter Shelby tube sample of soil will be collected in a vertical orientation in the bottom of each test pit. The two samples will be capped and returned to our laboratory for soil permeability testing.

LABORATORY PROGRAM

Routine laboratory visual classification of the soil samples collected from the borings will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content). A constant head permeability test will be performed in our laboratory on the two Shelby tube samples collected at the site.

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation in the roadway and parking areas. We will also provide an estimate of the normal seasonal high groundwater level at the boring locations and the results of the soil permeability testing. Our recommendations for the access road and stabilized parking areas, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed the following:

Brush Mowing and Borehole Layout – 1/2 day: (lump sum)	$1,720.00
Subsurface Exploration (lump sum)	$4,850.00
Total Cost:	**$6,570.00**

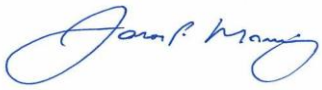
The total cost presented above will not be exceeded without prior authorization from the client.

CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our field personnel and work trucks, (2) the brush mowing can be completed in one half day, (3) the proposed number of borings and the boring depths will be adequate, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.



Jason P. Manning, P.E.
Branch Manager

Ardaman & Associates, Inc.

PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name Cocoa Conservation Area Trailhead Improvements
Project Location Cocoa, Florida
Proposal Number and Date 2523-049; revised June 23, 2025
Description of Services Subsurface Exploration
Estimated Fee **$6,570.00**

PROPERTY OWNER IDENTIFICATION:

Name
Property Identification Number
Address
City/State Zip Code Phone
Attention Title

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this day of , 2025

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

Revision 2017 – FL

GENERAL CONDITIONS

Parties And Scope Of Work –A&A shall include said company and any subsidiary or affiliate performing the Work. "Work" means the specific services to be performed by A&A as set forth in A&A's proposal as well as any additional services requested or accepted by Client. "Client" refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A's Work to induce a third party's reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A's Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A's Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A's professional duties are specifically limited to the Work as set forth in A&A's proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client's intended purpose. A&A's Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing ("CMT"), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A's test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A's subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold A&A and A&A's subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client's obligation to indemnify for such third-party claims is limited to $1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or $50,000.00, whichever is less.

PURSUANT TO §558.0035, *FLORIDA STATUTES*, A&A'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A's report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), A&A will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Differing Site Conditions or Unanticipated Hazardous Materials – Differing site conditions or certain types of hazardous materials (unanticipated materials) may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated materials be encountered. Client encourages A&A to take any and all measures that, in A&A's professional opinion, are justified to preserve and protect the health and safety of A&A's personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against A&A arising from A&A's discovery of unanticipated materials.

Indemnification – Client agrees to defend, indemnify, and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client's contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A's written consent.

Legal Jurisdiction – The parties agree that any litigation shall be governed by the laws of the State of Florida and only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A's Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A's final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Compliance With Laws - A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign

Corrupt Practices Act, UK Bribery Act and other laws as may apply.

Termination - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

6/22/23

LAND | IMAGE CONSULTING

PO BOX 547624 | ORLANDO, FL 32854 P|407.374.9841 WWW.LAND-IMAGE.COM

LETTER OF AGREEMENT

Original: May 8, 2025
Revised: June 26, 2025

Ms. Myra Monreal, P.E.
President
Myra Planning & Design, LLC
1016 W. Church Street Unit B
Orlando, FL 32805
Phone: (407) 446-7227
Hereinafter referred to as **Client**.

AND

Land Image Consulting, PLLC
P.O. Box 547624
Orlando, Florida 32854-7624
Phone (407) 399-3405
Hereinafter referred to as the **Land Image**.

Re: City Trailhead & Cox Rd. Access **LIC #00431.02**

Ms. Monreal:

I am pleased to provide this Letter of Agreement to Myra Planning & Design, LLC (Client). The Client desires to retain Land Image Consulting, PLLC (Land Image) to prepare construction documents and provide permitting support services as outlined below for the City Trailhead & Cox Rd. Access project located in the jurisdiction of Cocoa, Florida under its Continuing Service Agreement Q-23-01-COC.

1.0 PROJECT DESCRIPTION

1.1 The project is providing construction documents per all City of Cocoa codes and ordinances for a new Trailhead and Access Road for the City of Cocoa located between 1430 and 1450 Cox Road. The Client is the authorized representative of the property owner.

2.0 SCOPE OF SERVICES

PART I – Construction Document Development

2.1 **Project Management** – In addition to the services detailed below, Land Image shall coordinate its work with the Client's representative and project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.

2.2 **Coordination of the Work of Subconsultants** – The Client hereby acknowledges and agrees that Land Image will assume responsibility for the coordination of work produced by any subconsultants to Land Image as Project Manager for the project as it related to this scope. However, the Client agrees that Land Image shall not bear any liability for the technical accuracy of work prepared by others. All professionals working on the project shall bear separate responsibility and liability for the work prepared by their own entity.

2.3 **Existing Data** – Land Image shall work with Myra Planning & Design to attain base file information.

2.4 **Preliminary Construction Document Development** – Based on the design vision developed during the planning meetings with the City, and conversations with the Client and the Project Engineer, Land Image shall prepare Landscape and Hardscape construction documents as well as construction details, including elevations and sections provided as necessary to communicate the design intent, construction materials, and code adherence for the development of the site as a one phase project. It is assumed the design program of the trailhead will include the following items:

- Sand Volley Ball Court Design and Equipment specifications
- Interpretive Signage
- Main Entrance Signage
- Bicycle Parking
- Site Furnishings include bench

2.5 **Client Review** - The Client shall review the progress of the landscape architecture construction documents at the 40%, 60% and 90% Client review percent stage for comments. Minor revisions and comments will be incorporated into the documents based on review comments. Major changes from the original concept and additional revisions or concepts requested by the Client that represent a substantial departure from the original design program, budget, and approved concept shall be considered an Additional Service.

Deliverables – As a result of these tasks, Land Image shall produce one (1) electronic set – landscape construction documents for Client review.

2.6 **Final Construction Documents** – Land Image shall prepare a final set of Construction Documents, incorporating review comments from the 90% Client review. The documents will be suitable for bidding, permitting and construction of the elements of the project as detailed in this scope of services.

Deliverables – As a result of these tasks, Land Image shall produce signed & sealed sets in an amount as necessary for Client use in submitting for building permit and code compliance as required by the City of Sanford LDC submittal procedures.

PART II – Permitting Support

2.7 **Permit Agency Review Meetings** – Throughout the course of the project, Land Image shall attend meetings with the City and associated regulatory agencies as necessary. A total of up to six (6) meetings have been accounted for and included under this phase of work.

PART III – Bidding & Permit Assistance

2.8 **Pre-Bid Meetings and Coordination** – Land Image shall attend one (1) pre-bid meeting with the Client and potential bidders and meet as necessary with project officials to coordinate our work with the Client's project team in support of the bidding process. Land Image shall also prepare information for bid forms, prequalification packages for potential bidders, and review and comment on submitted bids as necessary.

2.9 **Issuing Addenda** – Land Image will issue addenda in response to bidder's requests for clarification of the contract documents or additional information.

PART IV – Construction Observation & Administration

2.10 **General Administration** – Land Image's responsibility to provide services during construction of the project under this Agreement commences with the Notice to Proceed for Construction and terminates at the earlier of the issuance to the Client of the Contractor's final Certificate for Payment or 60 days after the date of Substantial Completion of the work. Land Image's work shall include:

- Pre-Construction Meeting (1 meeting)
- Construction Meetings (4 meetings)
- Review of Product Submittals
- Rejecting Non-Conforming Work
- Shop Drawing Review
- Preparing RFI Responses
- Preparing Field Sketches or Modifications to Documents Related to Constructability

2.11 **Review of Materials** – Land Image's work shall include an in-field review of elements and material specified in its plans for construction.

2.12 **Construction Observation** – Land Image will visit the site four (4) times, at intervals appropriate to the stage and phase of construction to become familiar with the progress and quality of the work completed and to determine if the work is generally being performed in a manner indicating that the work, when fully completed, will be in accordance with the construction documents. However, Land Image will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work. Land Image shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the contract documents.

2.13 **Construction Reports** – Each site visit will be followed by a report to the Client of known deviations from the contract documents and from the most recent construction schedule submitted by the Contractor. However, Land Image shall not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the contract documents.

2.14 **Project Completion** – Land Image's work shall include:
- Site Visit to determine the date of Substantial Completion
- Site Visit to determine the date of Final Completion
- Receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor
- Approve the Contractor's final Certificate for Payment indicating the work complies with the requirements of the Contract Documents

PART V – Additional Services

2.15 **Additional Services** – Land Image will provide Additional Services as mutually agreed upon between itself and the Client. If such changes affect Land Image's cost or time required for performance of the Services, an equitable adjustment will be made through an amendment to this Agreement. Additional Services may include but are not limited to:

- Revise drawings, specifications or other documents when such revisions are:
  - Inconsistent with approval or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget
  - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
  - Due to changes required as a result of the Client's failure to render decisions in a timely manner
- Bidding or Contract Administration Services following receipt of Development Order
- Multiple "Substantial Completion" Site Visits
- Phased Construction (if phasing occurs after contract negotiation)

PART VI – Services Not Provided

2.16 **Services Not Provided**
- On-Site, Daily Construction Management
- As Built Documents
- Any work required by federal, state, or local code to be provided by a licensed professional other than a Landscape Architect is beyond the scope of the work to be performed by Land Image. Each professional on the team will sign and seal documents containing the work prepared by them.

3.0 PROJECT SCHEDULE

Land Image is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement and shall perform its work in such a manner as to comply with an agreed upon schedule.

4.0 COMPENSATION

4.1 **Part I** – The fee for Part I Construction Document Development, shall be billed as a lump sum budget of thirteen thousand five hundred ninety dollars **$13,590.00**, inclusive of direct costs.

4.2 **Part II** – The fee for Part II, Permitting Support, shall be billed as a lump sum with an estimated budget of two thousand one hundred sixty dollars **$2,160.00**, Inclusive of direct costs.

4.3 **Part III** – The fee for Part III, Bidding & Permit Assistance, shall be billed hourly with an estimated budget of two thousand eighty dollars **$2,080.00**, Inclusive of direct costs.

4.4 **Part IV** – The fee for Part IV, Construction Observation & Administration, shall be billed hourly with an estimated budget of eight thousand one hundred twenty dollars **$8,120.00**, Inclusive of direct costs.

4.5 **Part V** – The fee for Part V, Additional Services, shall be billed using the approved hourly rate table.

4.6 **Direct Costs** – Direct costs incurred in completing the scope of services shall not be billed to the Client. Direct costs may include, but are not limited to, costs for contractual; reprographics, printing, photocopying services.

4.6 **Application Fees** – All application, filing, and permit fees, including, without limitation, all fees to local, regional and state governments and agencies, shall be paid by the Client directly to the appropriate agency at the required time.

4.7 **Subconsultant Fees** – Fees for subconsultants working on this project under direct contract with the Design Team are included in the fees for each part of the scope of services detailed above.

4.8 **Retainer** – No retainer will be required.

5.0 PERSONNEL

5.1 **Personnel on this project will consist of:** – Maxwell D. Spann, PLA LA6666780 (Landscape Architect), Jenna Cooper (Landscape Designer/Technician)

6.0 CLIENT RESPONSIBILITIES

6.1 Client shall designate a Project Representative immediately upon execution of this Letter of Agreement, who shall be Land Image's point of contact with the Client, and who shall, by virtue of Client's designation, have authority to bind the Client. The Project Representative shall be responsible for all coordination with the Owner (if a separate person or entity from the Client as shown in Article 1) and any separate consultants.

6.2 Client shall provide full information to Land Image regarding project requirements and constraints including, without limitation, a program setting forth the Client's objectives, and shall provide all data, drawings, information or other resources requested by Land Image that are necessary for completion of the project.

6.3 Client shall comply with any schedule requirements made known to the Client by Land Image and, in any event, shall be available to meet with Land Image and provide decisions in a timely manner throughout the project.

6.4 Client shall be responsible for all other aspects of the project not specifically assigned to Land Image under this Letter of Agreement or any subsequent request (and acceptance) for Additional Service.

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PO BOX 547624 | ORLANDO, FL 32854 P | 407.374.9841 WWW.LAND-IMAGE.COM

Myra:

I look forward to continuing to work with Myra Planning & Design, LLC on this project. If you find these terms acceptable, please sign where indicated below and return one signed original to me for my files. Please call me if you have any questions

Sincerely,

Maxwell D. Spann, PLA

AGREED TO AND ACCEPTED BY:

Myra Planning & Design		Land Image Consulting, PLLC	
By:	Ms. Myra Monreal, P.E.	By:	Maxwell D. Spann
Its:	President	Its:	Principal / Owner
Date:		Date:	26 June 2025

		Max	Dylan	Stephanie	Jenna	Rob	Jordan	Julie	
Phase		Principal	LA II	LA I	LD II	LD I	QA/QC	Administrator	Cost
		$ 140.00	$ 125.00	$ 105.00	$ 95.00	$ 75.00	$ 95.00	$ 65.00	
1	Construction Document Development	40			80			6	$ 13,590.00
2	Permitting Support	10			8				$ 2,160.00
3	Bidding & Permit Assistance	4	8					8	$ 2,080.00
4	Construction Observation & Administration	40	16					8	$ 8,120.00
	Hour subtotal	94	24	0	88	0	0	22	
	Percent Hrs	41%	11%	0%	39%	0%	0%	10%	$ 25,950.00

Howe Ecological LLC
424 Newton Place
Longwood, FL 32779
407-232-0484

Howe Ecological

Consultant's Agreement for Ecological Consulting Services

Howe Ecological LLC is pleased to provide this Agreement for environmental services to **Myra Planning and Design LLC, P.O. Box 533913, Orlando, Florida 32922,** here in after referred to as **"Client."** The Client requested ecological services for **City of Cocoa Trailhead** project located on the east side of **Cox Rd, Cocoa, Fl 32926** on Brevard County Parcel No **24-35-24-00-3** (see attached), here in referred to as the **"Site."**

A. SCOPE OF SERVICES

1.0 Wetland Delineation

Howe Ecological will delineate the limits of potentially jurisdictional wetlands and surface waters on the Site based on the methodologies detailed in Chapter 62-340 F.A.C.

A sketch with the wetland flag locations will be provided by email to the Client or Client's surveyor.

This map is for planning purposes only and subject to agency review.

B. ADDITIONAL SERVICES

Howe Ecological will provide Additional Services as mutually agreed upon between Howe Ecological and the Client.

C. PROJECT SCHEDULE

Howe Ecological is prepared to begin work on the Site immediately upon receipt of this executed agreement.

D. COMPENSATION

Client will be billed based on a percent complete for each authorized task based on the following fee table.

Fee Schedule Table

Task	Fees	Initial and date for Notice to Proceed (NTP)
1.0 Wetland Delineation	$1,000.00	

E. CLIENT RESPONSIBILITIES

Client shall be responsible for all other aspects of the Site not specifically assigned to Howe Ecological under this Agreement or any subsequent request (and acceptance) for Additional Service. Such as:

1. Client shall provide full information to Howe Ecological regarding Site requirements and constraints including, without limitation, a program setting forth the Client's objectives, and shall provide all applicable existing entitlements, data, drawings, information or other resources requested by Howe Ecological that are necessary for completion of the Site.
2. Client shall comply with any schedule requirements made known to the Client by Howe Ecological and, in any event, shall be available to meet with Howe Ecological and provide decisions in a timely manner throughout the Site.
3. Client shall provide access to the site.
4. Client is responsible for all applicable survey and engineering plans and exhibits.
5. Client is responsible for all applicable permit application and mitigation fees.

F SUPPLEMENTAL TERMS OF AGREEMENT

1. **Acceptance of Agreement** – This Agreement shall be valid for Client acceptance for a period of sixty (60) days from the date of execution by Howe Ecological. This Agreement may be terminated by either party with fifteen (15) days written notice. In the event of termination, Howe Ecological shall be compensated through the date of termination for all fees and direct expenses incurred, including, without limitation, all fees for hours spent on hourly rate tasks, and a proportionate amount based on services performed and the level of completion of all fixed fee or lump sum tasks.
2. **Submittal and Payment of Invoices** – Invoices for services shall be submitted on approximately a monthly basis. Payment shall be due upon receipt. If the Client has any questions on an invoice, the Client agrees to call Howe Ecological within five working days of receipt of the invoice. Failure to call within this period acknowledges that the invoice is correctly rendered to the Client and therefore payable within the prescribed time.
    a. The Client agrees to pay interest of 1.5% per month on invoice balances outstanding more than thirty (30) days, to be calculated from the date of each invoice. Howe Ecological reserves the right to withhold work products or to stop work until payment is received.
    b. Payment may be made by **check** or by **VENMO** at @Michael-Howe-417
3. **Action of Agencies Not Guaranteed** – Howe Ecological will exercise professional skill in executing its services, however, it cannot and does not guarantee the action of any governmental official, agency or judicial proceeding. The Client shall pay all invoices submitted in accordance with this Agreement regardless of the results of any such governmental or judicial actions.
4. **Ownership of Property / Construction Lien** – In the event that the Client is not the record owner of the property covered by this Agreement, Howe Ecological may consider the Client's representation in paragraph 1.1 and signature on this Agreement as evidence that the Client has the Owner's permission and consent to enter into this Agreement. It shall be the Client's responsibility to inform Howe Ecological of any change in ownership or change in any other circumstance that may affect Howe Ecological's ability to place a lien on the property if payment is not received according to the terms of this Agreement. The Client hereby acknowledges and agrees that Howe Ecological's Services and Additional Services are professional services that shall be performed in the practice of Howe

Howe Ecological LLC
424 Newton Place
Longwood, FL 32779
407-232-0484

Ecological's profession as a planner, landscape architect, engineer or other professional allowed lien rights under Florida law in connection with the specific **Site** or **Site**s of real property referred to in this Agreement and that Howe Ecological shall be entitled to a lien upon such real property for the money owing to Howe Ecological for all such Services and Additional Services pursuant to Section 713.03, Florida Statutes (2005 or its successor), or otherwise pursuant to law or equity.

5. **Ownership of Documents** – All documents, work product and information contained therein prepared by Howe Ecological or its Subconsultants are instruments of service for use by the Client solely with respect to this Site. Howe Ecological shall be deemed the author of these documents, work product and information, and shall retain all rights thereto.

6. **Retention of Records** – All original documents, work product and information contained therein shall be retained by Howe Ecological for two (2) years following completion of the Site. After that time, Howe Ecological reserves the right to dispose of the documents, work product and information in its sole discretion. The Client may request reproducible copies of all original deliverables at its expense.

7. **Insurance –** Howe Ecological will provide Client with Certificates of General and Professional Liability, and Commercial Auto Coverage upon receipt of the signed Agreement.

8. **Limitation of Liability** – Howe Ecological is not responsible or liable for any circumstances, acts, errors, omissions or events, of any type associated with the Site, beyond its reasonable control including, without limitation, any decisions made or interpretations or clarifications of any contract documents without consultation and advice of Howe Ecological, construction costs, the acts or failures to act of any governmental or judicial agency, or the existence of hazardous waste of any type. Howe Ecological shall not be responsible or liable for the acts or omissions of any contractor, separate consultant, subconsultant or supplier, or of any of the agents or employees of any of them or any other persons at the Site or otherwise furnishing or performing any of their work.

9. **IN ACCORDANCE WITH SECTION 558.0035 OF THE FLORIDA STATUTES, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT ACKNOWLEDGES AND AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF HOWE ECOLOGICAL SHALL NOT BE HELD INDIVIDUALLY LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR DAMAGES RESULTING FROM NEGLIGENCE FOR PROFESSIONAL SERVICES OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.**

10. **Assignment of Agreement** – Neither the Client nor Howe Ecological shall have any right to assign this Agreement to any other person or entity, absent prior written consent from the other party.

Howe Ecological LLC
424 Newton Place
Longwood, FL 32779
407-232-0484

11. **Dispute Resolution** – In the unlikely event of any dispute, difference, claim or counterclaim between Howe Ecological and the Client arising out of or in connection with this Agreement, which cannot be amicably resolved by the parties through good faith negotiations, any such matter shall be submitted to the circuit court, or such other court having subject matter jurisdiction, in and for Orange County, Florida, for trial and determination by the court sitting without jury. The parties hereby consent to the jurisdiction of such court and to the service of process outside the State of Florida (if applicable) pursuant to the requirements of law, and they expressly waive the right to a jury trial. The Client agrees to pay all of Howe Ecological 's reasonable attorney's fees and all costs and litigation expenses incurred in bringing any such suit if Howe Ecological prevails, including at the trial court and all appellate levels.
12. **Entire Agreement / Governing Law** – Regarding the subject matter hereof, this Agreement contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. This Agreement shall be governed by the laws of the State of Florida.

AGREED TO AND ACCEPTED BY:

MYRA PLANNING AND DESIGN LLC	**HOWE ECOLOGICAL, LLC**
By: _____	By: Michael J. Howe Michael J. Howe
Its: _____	Its: Owner / President
Date: _____	Date: 6/26/25

REAL PROPERTY DETAILS
Account 2407241 - Roll Year 2024

Owners	COCOA, CITY OF
Mailing Address	65 STONE STREET COCOA FL 32922
Site Address	1440 COX RD COCOA FL 32926
Parcel ID	24-35-24-00-3
Taxing District	23D0 - COCOA
Exemptions	EXMU - MUNICIPALLY OWNED PROPERTY
Property Use	8080 - MUNICIPALLY OWNED LAND - VACANT
Total Acres	129.76
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	SW 1/4 OF NE 1/4; NE 1/4 OF SW 1/4; NW 1/4 OF SE 1/4; PT OF NW 1/4 OF SW 1/4 AS DESC IN ORB 1435 PG 400; EXC ORB 2786 PG 2661 PAR 253, 500, 511 & 751



VALUE SUMMARY

Category	2024	2023	2022
Market Value	$216,620	$153,680	$153,680
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$124,940	$113,590	$103,270
Assessed Value School	$216,620	$153,680	$153,680
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$124,940	$113,590	$103,270
Taxable Value Non-School	$0	$0	$0
Taxable Value School	$0	$0	$0

SALES / TRANSFERS

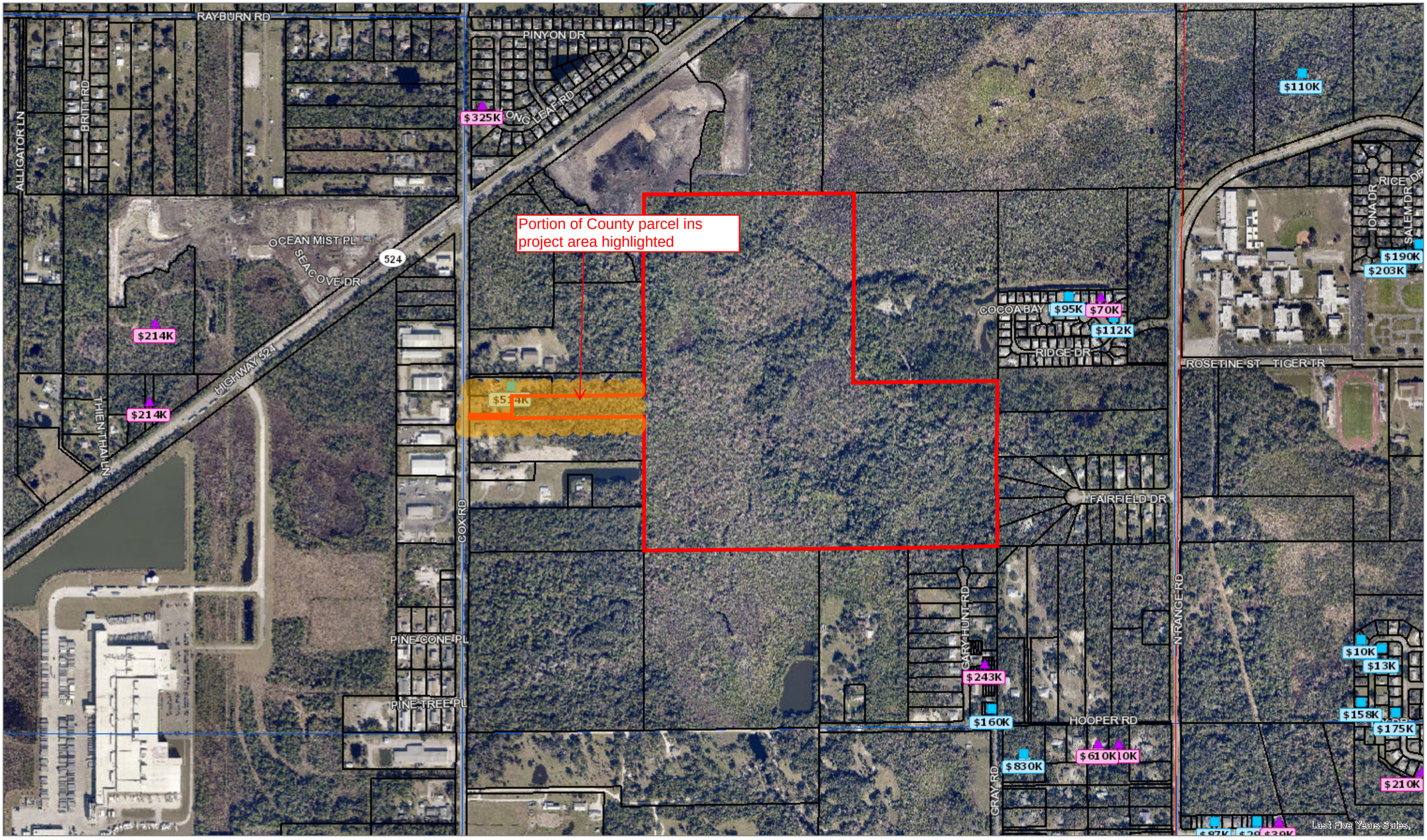
Date	Price	Type	Instrument
06/16/2003	$526,000	WD	4969/0032
04/01/1998	--	QC	3831/1995
05/30/1989	--	WD	3045/2199
08/19/1983	$1,046,000	WD	2450/2830
10/01/1975	$184,000	--	1563/0323

No Data Found

Dana Blickley, CFA
PROPERTY APPRAISER
Brevard County

1:8,000
0 250 500 1,000 ft
0 75 150 300 m

N
W E
S



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created June 26, 2025 (map data dates may vary)

CITY COUNCIL AGENDA ITEM

Memo Date:	July 17, 2025
Agenda Date:	July 22, 2025
File ID:	2025-712
Prepared By:	Stockton Whitten, City Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Councilwoman Koss has requested that the Council discuss the Utility Advisory Board.

BACKGROUND:

Composition

The UAB was originally established in 1990 as a five-member body, each member being a Cocoa resident appointed by an individual Councilmember and serving terms that track the appointing Council seat.

In 2008 the Council expanded the board's size **only for agenda items that concern Cocoa's regional potable-water system**. For those topics, the voting roster temporarily grows to nine by adding the city managers (or their designees) of Cape Canaveral, Cocoa Beach, and Rockledge, plus the Brevard County Manager (or designee). Once the potable-water section of the agenda is finished, the meeting reverts to the five Cocoa appointees for all remaining business.

Role and Authority

Across every resolution, the mandate remains consistent: the UAB "shall review, analyze, make findings of fact, and make recommendations" on matters involving the City's water, sewer, garbage, telephone, cable-television, and electrical utilities whenever requested by Council or the City Manager. **It is strictly advisory** and possesses no independent decision-making authority.

Meeting Practices

- **Frequency**. The board meets only when requested and directed by the City Council or the City Manager; there is no standing monthly date.
- Notice and Agenda. Public notice of each meeting's time, date, and location is required, and my office prepares and distributes the agenda.
- **Agenda Order**. When potable-water matters are on the docket, they are grouped first so the outside representatives can attend and vote on that portion before the meeting continues with Cocoa-only business.
- **Operating Rules**. The board elects its own chair and may adopt internal procedures, but any bylaws require Council approval.

In practice, meetings are clustered around major rate studies, capital-improvement

plans, or franchise negotiations; some years are busy, others comparatively quiet. Staff will continue to consolidate agenda items where feasible to minimize scheduling demands on board members.

Summary for the Governing Body

- **Voting membership**: five Cocoa residents for routine utility business; nine members (adding four regional partners) when potable-water issues are considered.
- **Function**: advisory only—provides analysis and recommendations to the City Council.
- **Schedule**: convened ad-hoc at Council or Manager request with full public notice.

In raising the subject of the committee Councilwoman Koss has presented the following subject areas.

- Lead & Copper Rule
- Fluoridation
- Septic to Sewer
- Rates and New Mandates

Staff Perspective

The Council created the Utilities Advisory Board 35 years ago as an **on-call citizen panel**, not a standing committee. Its purpose is to add community perspective **when Council or the City Manager specifically requests it**, after staff and our professional consultants (e.g., Stantec's biennial rate sufficiency studies) have completed their technical work. Moving routine regulatory compliance items to a permanently scheduled UAB would:

- **Duplicate staff expertise and consultant analysis**, slowing decision making; and
- **Invite outside jurisdictions into Cocoa's internal policy process**. Whenever the agenda touches the potable water system, the UAB's membership expands from five Cocoa residents to nine voting members, adding the city managers of Cape Canaveral, Cocoa Beach, and Rockledge, plus the Brevard County Manager. That structure made sense for true **regional** water supply questions; it is ill suited to day to day compliance tasks that staff already handle efficiently.

Fluoridation

- **Current status**. Cocoa stopped supplementing fluoride in January 2023.
- **New state law**. Senate Bill 700 bans the practice statewide as of July 1 2025. Staff have already ensured full compliance.
- **UAB trigger.** Because fluoridation is a potable water compliance matter, any referral to the UAB would automatically seat the four outside managers with voting rights. Adding their purely advisory opinions would not change the City's legal obligation or the timetable we have already met.
- **Staff view**. No additional UAB review is warranted; the issue is settled by statute,

and our professional staff remain the most direct, accountable source of information for Council.

Lead & Copper Rule (LCR) Revisions

- **Federal deadline.** EPA's revised LCR took effect **October 16 2024**.
- **Cocoa's compliance.** Required service line inventories were submitted to FDEP on time; customer notices mailed on October 29, 2024; an interactive public web portal is live. To date no lead service lines have been found in the public system.
- **UAB trigger.** Like fluoridation, LCR work falls squarely under potable water compliance, automatically invoking the larger, nine member UAB. Outside jurisdictions whose loyalty is necessarily to their own ratepayers would be asked to "advise" on Cocoa's internal compliance—a layer that adds no regulatory value.
- **Staff view.** The revised rule is prescriptive and technical; progress is already documented for state and federal regulators. Direct Council staff briefings remain the most efficient path.

Septic to Sewer Conversions

We are presently in the **grant funding / funding application phase** for the Indian River Lagoon (IRL) septic to sewer conversion program; **the engineering design work is complete.** At the appropriate time staff will prepare the necessary **policy decisions** (e.g., assessment methodology, mandatory connection timelines, and funding agreements) for direct presentation to Council. The public is being kept informed through the **dedicated project web page** and prior commitments we made to hold **community meetings as needed**—those will be scheduled when a decision point or construction milestone warrants additional dialogue.

Once Council sets the policy framework and we move into the **construction phase**, effective execution becomes a matter of professional project management—coordinated by City utilities staff, consulting engineers, and the selected contractors. This stage will involve technical sequencing, service continuity planning, traffic and restoration management, and compliance reporting—functions best left to the subject matter experts to maintain schedule, budget discipline, and regulatory adherence. The UAB can still be convened on an ad hoc basis if Council desires a specific citizen perspective on a discrete policy question, but routine construction oversight should remain within staff's operational purview.

Rates & New Mandates

An independent third party consultant (Stantec) conducts a **revenue (rate) sufficiency analysis annually** as part of the budget process for the **General Fund, Utility Fund, and Stormwater Fund.** The study evaluates short and long term impacts of current year decisions; pending and emerging regulatory mandates; and broader financial and economic trends (inflation, debt service coverage, capital reinvestment requirements, consumption patterns). Its methodology and findings are presented

directly to Council each year in a dedicated workshop or special meeting, giving you early visibility into any rate or structural adjustments before the budget is finalized.

Because this analysis is performed independently and in close coordination with professional staff who supply operating and capital data, **staff sees no benefit in involving county or other cities' managers**—whose fiduciary responsibilities lie with their own jurisdictions—in Cocoa's internal rate sufficiency process. If Council desires resident input on a discrete policy choice arising from the study (e.g., phasing of an adjustment or stormwater tier design), the UAB can be convened ad hoc; routine participation by outside jurisdictions would add process without value.

Additionally, any new federal or state mandates emerging from legislative or rule making sessions—once they rise to the level of requiring a local policy decision (e.g., capital program reprioritization, rate structure modification, compliance scheduling)—will be brought directly to Council by staff for briefing and direction. This preserves timeliness and ensures that compliance strategy, financial implications, and public communication are aligned under Council's direct oversight rather than filtered through an expanded advisory body.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Councilwoman Koss has requested that the Council discuss the Utility Advisory Board.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 17, 2025
Agenda Date:	July 22, 2025
File ID:	2025-713
Prepared By:	Stockton Whitten, City Manager
Through:	Stockton Whitten, City Manager Samantha Senger, Communications & Economic Development Manager
Requested Action:	Authorize City Staff to Apply for the National Fitness Challenge (NFC) Grant

BACKGROUND:

The National Fitness Campaign, a public-private wellness partnership, offers grants of between $30,000 and $50,000 towards the construction of a Fitness Court. The fitness court construction costs are between $150,000 and $260,000. City staff would like to explore opportunities for a fitness court at Provost Park and apply for this grant during the next application cycle.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Investment in Public Infrastructure
Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:

Budgeted? Yes/No
City Staff will return to the Council for any awards and budget amendments.

PREVIOUS ACTION:

RECOMMENDED MOTION:

Authorize City Staff to Apply for the National Fitness Challenge (NFC) Grant

NATIONAL FITNESS CAMPAIGN

CAMPAIGN BRIEFING





AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

CELEBRATING 750TH
Healthy Community this Year

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

NOW FUNDED
to welcome 1000 Healthy Communities by 2026

OUR MISSION : to Build Healthy Communities

WHY WE DO IT

TO MAKE WORLD CLASS FITNESS FREE



Life Expectancy vs Health Expenditure

UNDERSTANDING THE PROBLEM

AMERICA IS FACING A HEALTH CRISIS CAUSED BY SEDENTARY LIFE-STYLES AND CITIES DESIGNED FOR CARS. USA SPENDS MORE MONEY THAN ANY OTHER ON HEALTHCARE WITH POOR RESULTS.

BECOMING THE SOLUTION

WHEN COMMUNITIES ARE DESIGNED TO SUPPORT WELL-BEING, HEALTH OUTCOMES CHANGE!



BROUGHT TO YOU BY

arizona complete health

MVP HEALTH CARE

uchealth

Priority Health

UC Health

Horizon BlueCross BlueShield

BlueCross BlueShield of Texas

hmsa

BlueCross BlueShield of Illinois

COMMUNITY Health Options

BlueCross BlueShield Kansas

BlueCross BlueShield of New Mexico

BlueCross BlueShield Minnesota

Independence

BlueCross BlueShield of Alabama

TGH Tampa General Hospital

Renown HEALTH

BLUECROSS BLUESHIELD MASSACHUSETTS

BlueCross BlueShield of Montana

BlueCross BlueShield of Oklahoma

aetna

FITNESS COURT | HEALTHY INFRASTRUCTURE PLANNING

MULTI-SITE FUNDING FOR HEALTH IMPACT



BUILDING HEALTHY COMMUNITIES

MULTI-SITE PHASING FOR HEALTH IMPACT
HEALTHY SITE SCORE (HSS)

PLANNING | PHASING | LAYOUTS | PROJECTIONS | SCORES | MAPPING | TRAILS

CAMPAIGN OVERVIEW

WHAT WE DO

A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM





FITNESS COURT | STUDIO

COMMUNITY WELLNESS HUB

COMMUNITY WELLNESS PROGRAMMING

WELCOMES ENTIRE COMMUNITY

MAYORS WELLNESS SERIES

HIIT

YOGA

ZUMBA

DANCE

STRETCH

KICKBOXING

TAI-CHI

FITNESS COURT

WORLDS BEST OUTDOOR GYM



7 MOVEMENT FULL BODY WORKOUT

FUNCTIONAL TRAINING SYSTEM

DIGITALLY ACTIVATED | *COACH IN YOUR POCKET*

CORE · SQUAT · PUSH · LUNGE · PULL · AGILITY · BEND

FITNESS COURT | ART

EVERY FITNESS COURT IS A WORK OF ART



WORK WITH LOCAL ARTISTS

NFC DESIGN STUDIO

WORLD RENOWN ARTIST GALLERY

KEITH HARING | JEAN MICHEL BASQUIAT

FITNESS COURT ART OFFERINGS

Local Artist *Invite a Local Artist to create a mural that represents your community!*



Support your Local Artist Community with a **$5,000 Grant to the Artist** provided by NFC!

Additional Funding Required. *Example Art: Will be customized for your city*





Front Wall Unlocked for Additional Artwork

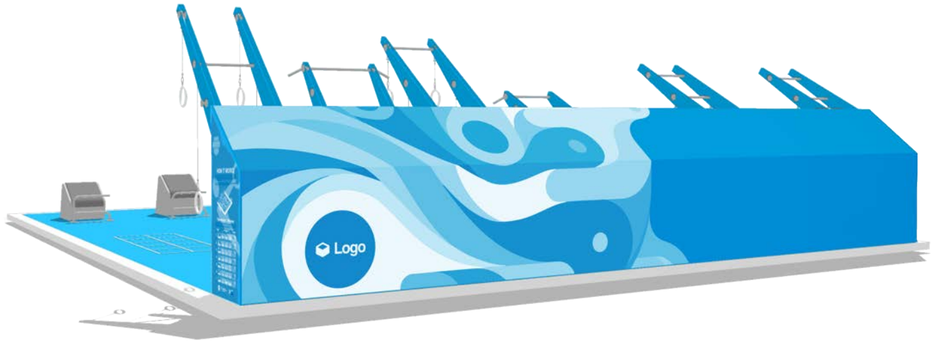
Custom Art *Work with the in-house NFC Art Studio Team*

Additional Funding Required. *Example Art: Will be customized for your city*



Fitness Court Art *Unique design included in your state campaign*

Example Art: to be confirmed at Award



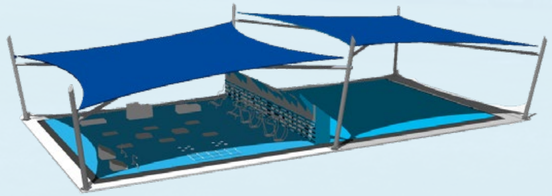
NEW FOR 2025

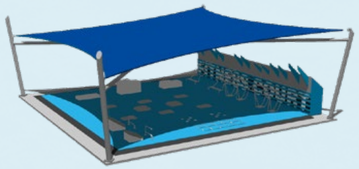
FITNESS COURT | SHADE

WORLDS BEST OUTDOOR GYM JUST GOT COOLER

NOW AVAILABLE FOR

FITNESS COURTS &
FITNESS COURT STUDIOS







- EXTENDED SEASONAL USE
- UV & SUN PROTECTION
- INTEGRATED DESIGN
- ENHANCED AESTHETICS
- MADE IN USA
- LONG LASTING MATERIALS

CAMPAIGN IMPACT | NFC

BUILDING HEALTHY COMMUNTIES

1. BE A PART OF THE NATIONAL FITNESS CAMPAIGN
AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP

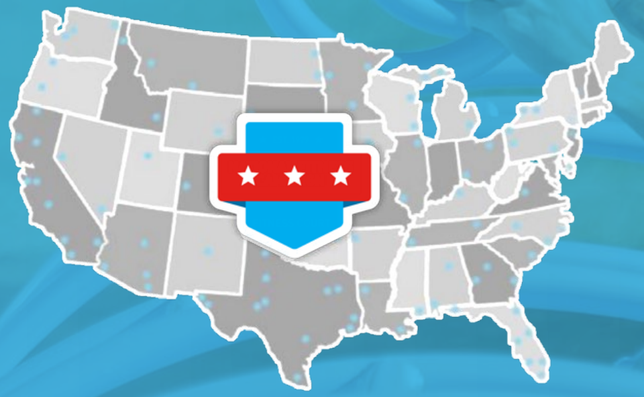
2. HEALTH BENEFITS
MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING

3. HEALTHY INFRASTRUCTURE
PLACES DESIGNED FOR PEOPLE NOT CARS

4. BUILDING COMMUNITY
CREATING A WELLNESS CULTURE THAT IS SOCIAL, CONNECTED AND FUN!

5. REDUCED HEALTHCARE COSTS
HEALTHIER, HAPPIER, PEOPLE

2025 STATEWIDE CAMPAIGN



NATIONAL FITNESS CAMPAIGN

2025

200 NEW PARTNERS

WE'RE PLEASED TO ANNOUNCE THE 2025 CAMPAIGN

NFC Grant Requirements

Program Qualification

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

LEADERSHIP SUPPORT

STEP 1

SITE WITH IMPACT

STEP 2

FUNDING MATCH

STEP 3

QUALIFY FOR GRANT

STEP 4

JOIN THE CAMPAIGN

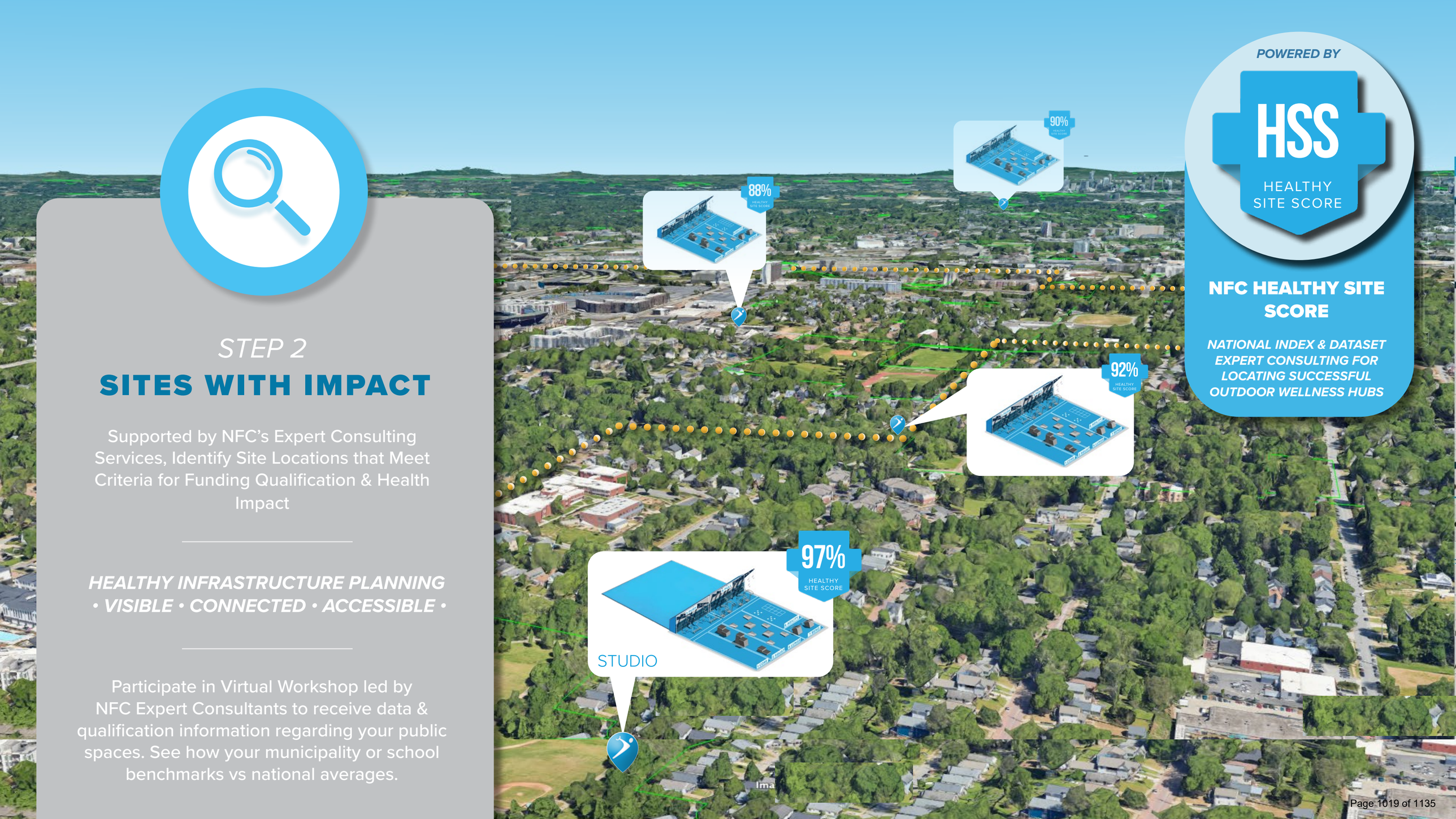
STEP 1

LEADERSHIP SUPPORT

BUILD CONSENSUS / CONFIRM FEASIBILITY
MUNICIPAL LEADER SUPPORT

SHARE 3 MINUTE VIDEO





STEP 2

SITES WITH IMPACT

Supported by NFC's Expert Consulting Services, Identify Site Locations that Meet Criteria for Funding Qualification & Health Impact

HEALTHY INFRASTRUCTURE PLANNING • VISIBLE • CONNECTED • ACCESSIBLE •

Participate in Virtual Workshop led by NFC Expert Consultants to receive data & qualification information regarding your public spaces. See how your municipality or school benchmarks vs national averages.

POWERED BY

HSS
HEALTHY SITE SCORE

NFC HEALTHY SITE SCORE

NATIONAL INDEX & DATASET EXPERT CONSULTING FOR LOCATING SUCCESSFUL OUTDOOR WELLNESS HUBS



STEP 3

FUNDING MATCH

NFC GUIDES FUNDING PLAN
CIP • STATE/NATIONAL • LOCAL SPONSORS

GRANT FUNDING AVAILABLE:
$30,000-$50,000 PER SITE

PROGRAM FUNDING REQUIREMENT

$150,000-$260,000

PER SITE PENDING PROGRAM CONFIGURATION AND INSTALLATION METHOD



STEP 4

QUALIFY FOR GRANT

A. PRE-APPLICATION PHASE
B. GRANT AWARD
C. BUILD/SITE PLAN
D. LAUNCH LOCAL CAMPAIGN

SUBMIT GRANT APPLICATION



JOIN US

LET'S BUILD HEALTHY COMMUNITIES **TOGETHER**

Discussion - Q&A

NEXT STEP

SCHEDULE VIRTUAL SITE REVIEW WORKSHOP LED BY NFC EXPERT CONSULTANTS TO EXPLORE FEASIBILITY

POWERED BY HSS HEALTHY SITE SCORE

DISCUSSED AT NEXT STEP:

1. *SITE WORKSHOP & HEALTHY SITE SCORE REVIEW*
2. *FEASIBILITY & ALIGNMENT WITH LOCAL PRIORITIES*
3. *FUNDING REQUIREMENT DETAILS AND GRANT PROGRAM & AVAILABILITY FOR YOUR STATE*
4. *NON-BINDING GRANT QUALIFICATION PROCESS*

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: Economic Development	**DIVISION:** 1905
POINT OF CONTACT: Samantha Senger	**PROJECT MANAGER:** Public Works
NAME OF GRANT: NFC 2025 Healthy Cities Grant	
Assistance Listing#/CFSA#:	**FUNDING AGENCY:** NFC
AMOUNT REQUESTED: $ $30,000-$50,000	**GRANT DUE DATE:** 07/23/2025

PROJECT DESCRIPTION:

Fitness Court- healthy infrastructure planning, for a comprehensive community wellness program, in Provost Park. Grant Funding $30,000-$50,000. Program Funding Requirement $150,000-$260,000.

MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 150,000-260,000	**TARGET DATE TO COUNCIL:** 07/22/2025
REIMBURSEMENT GRANT: -	**REIMBURSEMENT SCHEDULE:** Unknown

WHAT ARE THE REPORTING REQUIREMENTS?

Unknown

FUTURE REQUIREMENTS TO CONSIDER:

The fitness court construction costs range from $150,000 to $260,000.

Samantha Senger
Digitally signed by Samantha Senger
Date: 2025.07.17 16:29:00 -04'00'
Department Director

Lora Howell
Digitally signed by Lora Howell
Date: 2025.07.17 16:32:26 -04'00'
Grants Writer

Lora Howell
Digitally signed by Lora Howell
Date: 2025.07.17 16:32:52 -04'00'
Deputy Finance Director

Rebecca Bowman
Digitally signed by Rebecca Bowman
Date: 2025.07.17 16:49:16 -04'00'
Finance Director

CITY COUNCIL AGENDA ITEM

Memo Date:	July 9, 2025
Agenda Date:	July 22, 2025
File ID:	2025-634
Prepared By:	Zoie Badalov
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Informational Item Only

BACKGROUND:

The following reports for the period ending June 30th, 2025 (FY25) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This June 2025 (FY25) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object.

2. Revenue Report
Detail by account the number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, the annual budget and the unrealized balance.
· Estimated - represents either the current period or the year-to-date prorated budget
· Actual - represents actual revenue received either in the current period or year to date
· % Rev - the percentage of actual revenue received vs. budget
· Annual Estimate - annual budget
· Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year-to-date totals, encumbrances, the annual budget and the unencumbered balance.
· Budget - represents either the current period or the year-to-date prorated budget
· Actual - represents actual cash expenditures either in the current period or year to date
· % Exp. - the percentage of actual expenditures vs. budget
· Encumbrance - encumbered amount
· Annual Budget - annual budget
· Unencumbered Balance - annual budget less actual year-to-date actual expenditures plus encumbrances

· % Budgeted - the percentage of year-to-date actual expenditures plus encumbrances vs. budget

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Informational Item Only

FY 2025 Budget by Classification Report - Summary Listing

6/30/2025

Target for June 2025 is 75%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 15,912,604	$ -	$ 15,501,584	$ 411,020	97%
OTHER PERMITS AND FEES	$ 5,744,539	$ -	$ 5,217,188	$ 527,351	91%
INTERGOVERNMENTAL	$ 3,164,348	$ -	$ 2,055,169	$ 1,109,179	65%
CHARGES FOR SERVICES	$ 7,888,773	$ -	$ 6,068,643	$ 1,820,130	77%
FINES AND FORFEITURES	$ 15,000	$ -	$ 54,465	$ (39,465)	363%
MISCELLANEOUS	$ 1,352,584	$ -	$ 2,614,923	$ (1,262,339)	193%
****OTHER SOURCES (NON-REVENUE)**	$ 28,485,811	$ -	$ 16,501,068	$ 11,984,743	58%
REVENUE TOTALS	**$ 62,563,659**	**$ -**	**$ 48,013,040**	**$ 14,550,619**	**77%**
EXPENSE					
SALARIES AND BENEFITS	$ 30,930,361	$ 1,110	$ 19,937,496	$ 10,991,755	64%
OPERATING EXPENDITURES	$ 18,808,118	$ 3,057,125	$ 10,612,584	$ 5,138,409	56%
CAPITAL OUTLAY	$ 9,718,542	$ 3,907,766	$ 4,003,823	$ 1,806,953	41%
GRANTS, AIDS AND OTHER	$ 1,847,291	$ 19,436	$ 1,807,911	$ 19,944	98%
NON-OPERATING USES	$ 1,259,347	$ -	$ 611,141	$ 648,206	49%
EXPENSE TOTALS	**$ 62,563,659**	**$ 6,985,437**	**$ 36,972,954**	**$ 18,605,268**	**70%**
REVENUE TOTALS	**$ 62,563,659**	**$ -**	**$ 48,013,040**	**$ 14,550,619**	**77%**
EXPENSE TOTALS	**$ 62,563,659**	**$ 6,985,437**	**$ 36,972,954**	**$ 18,605,268**	**70%**
	$ -	**$ (6,985,437)**	**$ 11,040,086**	**$ (4,054,649)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	402,838	152,799.73	38	12,101,604	11,937,703.19	99	12,101,604	163,900.81
20	00	DELINQUENT TAXES	2,250	85.58	4	8,250	541.55	7	15,000	14,458.45
25	00	PENALTIES RE: TAXES	1,666	34,632.01	2079	14,994	74,030.77	494	20,000	54,030.77-
30	00	TAX CERTIFICATES	16,666	424,818.42	2549	149,994	424,818.42	283	200,000	224,818.42-
311	**	AD VALOREM	423,420	612,335.74	145	12,274,842	12,437,093.93	101	12,336,604	100,489.93-
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	54,166	63,490.20	117	487,494	412,370.32	85	650,000	237,629.68
312	**	SALES USE AND FUEL TAXES	54,166	63,490.20	117	487,494	412,370.32	85	650,000	237,629.68
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	137,500	204,169.06	149	1,237,500	1,559,686.04	126	1,650,000	90,313.96
30	00	WATER-COCOA	33,333	42,745.79	128	299,997	371,296.57	124	400,000	28,703.43
40	00	GAS	4,583	.00		41,247	45,713.12	111	55,000	9,286.88
80	00	PROPANE	2,000	1,592.48	80	18,000	20,762.92	115	24,000	3,237.08
314	**	UTILITY SERVICE TAX	177,416	248,507.33	140	1,596,744	1,997,458.65	125	2,129,000	131,541.35
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	54,166	57,284.29	106	487,494	521,463.52	107	650,000	128,536.48
315	**	COMMUNICATION SERVICE TAX	54,166	57,284.29	106	487,494	521,463.52	107	650,000	128,536.48
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	4,729	2,097.90	44	132,815	133,198.04	100	147,000	13,801.96
316	**	LOCAL BUSINESS TAX	4,729	2,097.90	44	132,815	133,198.04	100	147,000	13,801.96
310	***	TAXES	713,897	983,715.46		14,979,389	15,501,584.46		15,912,604	411,019.54
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
10	00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322	**	BUILDING PERMITS	0	.00		0	.00		0	.00
323		FRANCHISE FEES								
10	00	ELECTRICITY	108,333	137,927.13	127	974,997	991,265.16	102	1,300,000	308,734.84
40	00	GAS	7,083	.00		63,747	69,465.80	109	85,000	15,534.20
70	00	SOLID WASTE	25,000	27,597.12	110	225,000	247,663.48	110	300,000	52,336.52
323	**	FRANCHISE FEES	140,416	165,524.25	118	1,263,744	1,308,394.44	104	1,685,000	376,605.56
324		IMPACT FEES								
32	00	TRANSP IMPACT FEE-COMMRCL	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

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325		SPECIAL ASSESSMENT								
22	01	FIRE ASSESSMENT	76,833	51,609.12	67	3,256,041	3,528,670.96	108	3,486,539	42,131.96-
22	02	F ASSMNT DELINQ TAXES	250	74.48	30	2,250	663.67	30	3,000	2,336.33
22	03	F ASSMNT PENALTIES	416	7,537.98	1812	3,744	14,702.68	393	5,000	9,702.68-
22	04	F ASSMNT TAX CERTS	11,666	200,176.69	1716	104,994	200,176.69	191	140,000	60,176.69-
22	*	FIRE PROTECTION	89,165	259,398.27	291	3,367,029	3,744,214.00	111	3,634,539	109,675.00-
325	**	SPECIAL ASSESSMENT	89,165	259,398.27	291	3,367,029	3,744,214.00	111	3,634,539	109,675.00-
329		OTHER PERMITS & FEES								
10	00	INSPECTION FEES	0	.00		0	.00		0	.00
10	01	FIRE INSPECTION FEES	9,583	.00		86,247	9,610.00	11	115,000	105,390.00
10	02	FIRE INSPEC FEE-PDCS CHGS	0	.00		0	13,632.00		0	13,632.00-
10	*	INSPECTION FEES	9,583	.00		86,247	23,242.00	27	115,000	91,758.00
25	00	PLANNING AND ZONING	25,833	5,850.00	23	232,497	59,972.29	26	310,000	250,027.71
25	01	PLANNING CONS FEES	0	.00		0	81,365.00		0	81,365.00-
25	*	PLANNING AND ZONING	25,833	5,850.00	23	232,497	141,337.29	61	310,000	168,662.71
329	**	OTHER PERMITS & FEES	35,416	5,850.00	17	318,744	164,579.29	52	425,000	260,420.71
320	***	OTHER PERMITS & FEES	264,997	430,772.52		4,949,517	5,217,187.73		5,744,539	527,351.27
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	19	JAG 2020-DJ-BX-0410	0	.00		0	.00		0	.00
20	22	JAG 21-GG-01363	0	.00		0	.00		0	.00
20	23	BULLET PROOF VEST 2021	0	.00		0	.00		0	.00
20	24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20	25	JAG 2022-22-GG-02810	0	.00		0	.00		0	.00
20	26	BULLET PROOF VEST 2022	0	.00		0	.00		0	.00
20	27	VOCA-2023-COCOA PD-00042	0	.00		0	.00		0	.00
20	28	JAG 2023-23-GG-03233	0	.00		0	.00		0	.00
20	29	BULLET PROOF VEST 2023	38	.00		304	627.50-	206	416	1,043.50
20	30	VOCA-2024-COCOA PD-00273	9,366	9,202.00	98	84,294	61,782.00	73	112,393	50,611.00
20	31	BULLET PROOF VEST 2024	1,206	.00		9,648	1,193.00	12	13,263	12,070.00
20	32	JAG 2024-24-GG-04542	1,739	.00		10,434	.00		15,653	15,653.00
20	33	VOCA-2025-COCOA PD-00181	0	.00		0	.00		0	.00
20	*	PUBLIC SAFETY	12,349	9,202.00	75	104,680	62,347.50	60	141,725	79,377.50
39	12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50	01	FEDERAL DISASTER REIMB	0	.00		0	4,500.00		0	4,500.00-
70	02	AFRICAN AM MUSE-GR2111	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	12,349	9,202.00	75	104,680	66,847.50	64	141,725	74,877.50

CITY OF COCOA, FLORIDA

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333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334		STATE GRANT								
10	15	FL CYBERSECURITY	0	.00		0	.00		0	.00
50	01	STATE DISASTER REIMB	0	.00		0	269,381.95		0	269,381.95-
50	55	RESILIENT FL-FDEP 24PLN48	6,944	.00		51,308	.00		72,135	72,135.00
50	*	ECONOMIC ENVIRONMENT	6,944	.00		51,308	269,381.95	525	72,135	197,246.95-
70	11	HTMOORE RESTOR-GR23HM	2,294	.00		58,180	.00		65,062	65,062.00
334	**	STATE GRANT	9,238	.00		109,488	269,381.95	246	137,197	132,184.95-
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	66,416	59,434.63	90	597,744	546,053.68	91	797,000	250,946.32
12	20	8TH CNT MUNICIPAL GAS TAX	13,333	13,046.63	98	119,997	119,865.47	100	160,000	40,134.53
12	*	STATE REVENUE SHARING	79,749	72,481.26	91	717,741	665,919.15	93	957,000	291,080.85
14	00	MOBILE HOME LICENSES	2,083	581.87	28	18,747	20,178.24	108	25,000	4,821.76
15	00	ALCOHOLIC BEVERAGE	2,083	.00		18,747	19,430.77	104	25,000	5,569.23
18	00	LOCAL GOVERNMENT 1/2 CENT	116,666	126,556.18	109	1,049,994	958,648.55	91	1,400,000	441,351.45
21	00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		11,997	7,980.00	67	16,000	8,020.00
29	21	POL PEN STATE CONTR	0	.00		0	.00		245,613	245,613.00
29	22	FIRE PEN STATE CONTR	0	.00		0	.00		196,813	196,813.00
29	*	OTHER PUBLIC SAFETY	0	.00		0	.00		442,426	442,426.00
41	00	FUEL TAX REFUNDS	1,666	.01-		14,994	46,783.25	312	20,000	26,783.25-
335	**	STATE SHARED REVENUES	203,580	199,619.30	98	1,832,220	1,718,939.96	94	2,885,426	1,166,486.04
337		GRANTS FROM LOCAL UNITS								
30	21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
60	00	HUMAN SERVICES	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	06	SR524 Widening	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	225,167	208,821.30		2,046,388	2,055,169.41		3,164,348	1,109,178.59
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								

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30	00	ADMINISTRATIVE FEES	0	.00		0	1,180.00		0	1,180.00-
31	00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
40	00	CERTIFY/COPY/SEARCH	7,750	12,045.23	155	69,750	74,776.71	107	93,000	18,223.29
90	12	PASSPORT EXECUTION FEES	250	175.00	70	2,250	1,960.00	87	3,000	1,040.00
341	**	GENERAL GOVERNMENT	8,000	12,220.23	153	72,000	77,916.71	108	96,000	18,083.29
342		PUBLIC SAFETY								
10	00	SVC CHG - LAW ENF SERVICE	10,000	14,882.50	149	90,000	101,507.50	113	120,000	18,492.50
10	02	SCHOOL RES OFFICER	24,000	.00		216,000	216,000.00	100	288,000	72,000.00
10	*	SVC CHG - LAW ENF SERVICE	34,000	14,882.50	44	306,000	317,507.50	104	408,000	90,492.50
20	00	SVC CHG - FIRE PROTECTION	2,500	2,967.50	119	22,500	20,695.00	92	30,000	9,305.00
90	00	OTHER PUBLIC SAFETY	83	.00		747	.00		1,000	1,000.00
90	01	FALSE ALARM FEES	625	1,280.00	205	5,625	2,630.00	47	7,500	4,870.00
90	*	OTHER PUBLIC SAFETY	708	1,280.00	181	6,372	2,630.00	41	8,500	5,870.00
342	**	PUBLIC SAFETY	37,208	19,130.00	51	334,872	340,832.50	102	446,500	105,667.50
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	52,349	57,449.21	110	471,141	508,472.45	108	628,194	119,721.55
37	11	ROCKLEDGE	29,083	31,193.44	107	261,747	278,777.03	107	348,996	70,218.97
37	12	SUN LAKE	378	389.20	103	3,402	3,498.35	103	4,536	1,037.65
37	13	CLNY PK-M.I.UTIL CO.	191	219.62	115	1,719	1,926.10	112	2,303	376.90
37	16	COCOA BEACH	10,935	11,458.52	105	98,415	102,790.90	104	131,223	28,432.10
37	17	CAPE CANAVERAL	9,306	11,051.76	119	83,754	99,180.61	118	111,678	12,497.39
37	18	TITUSVILLE	418	425.34	102	3,762	3,799.58	101	5,025	1,225.42
37	*	WATER BILLING SERVICES	102,660	112,187.09	109	923,940	998,445.02	108	1,231,955	233,509.98
39	01	SERVICE CHARGES	75,000	63,460.00	85	675,000	667,528.51	99	900,000	232,471.49
39	03	ADMIN CHARGES	41,666	46,530.00	112	374,994	373,005.00	100	500,000	126,995.00
39	04	PENALTIES	60,000	60,723.37	101	540,000	562,603.36	104	720,000	157,396.64
39	05	NSF CHECKS	2,500	5,311.23	212	22,500	46,255.70	206	30,000	16,255.70-
39	13	HIGH CONSUMP CHGS	833	2,220.00	267	7,497	17,670.00	236	10,000	7,670.00-
39	*	WATER OTHER INCOME	179,999	178,244.60	99	1,619,991	1,667,062.57	103	2,160,000	492,937.43
41	10	SOLID WASTE	236,695	244,662.27	103	2,130,255	2,168,590.43	102	2,840,345	671,754.57
41	20	RECYCLING REVENUE	33,735	35,409.82	105	303,615	318,809.56	105	404,831	86,021.44
41	30	GREEN WASTE	38,327	43,688.57	114	344,943	393,343.78	114	459,933	66,589.22
41	*	GARBAGE COLLECTION	308,757	323,760.66	105	2,778,813	2,880,743.77	104	3,705,109	824,365.23
45	10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00

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90	01	FDOT MEDIAN MAINT	0	.00		45,150	31,265.00	69	60,200	28,935.00
90	03	FDOT MNT SIGNAL/HWY LIGHT	0	.00		0	.00		130,409	130,409.00
90	*	OTHER PHYSICAL ENVIRON	0	.00		45,150	31,265.00	69	190,609	159,344.00
343	**	PHYSICAL ENVIRONMENT	591,416	614,192.35	104	5,367,894	5,577,516.36	104	7,287,673	1,710,156.64
347		CULTURE/RECREATION								
20	10	GAZEBO-PAVILLION RENTAL	41	.00		369	235.00	64	500	265.00
20	11	SERVICE FEES	0	1,633.25		0	7,866.50		0	7,866.50-
20	*	PARKS & RECREATION	41	1,633.25	3984	369	8,101.50	2196	500	7,601.50-
39	10	PORCHER HOUSE - REVENUES	666	200.00	30	5,994	11,350.00	189	8,000	3,350.00-
39	11	TENANT MAINTENANCE FEES	100	103.49	104	900	929.43	103	1,200	270.57
39	20	COCOA CIVIC CENTER	833	4,587.92	551	7,497	20,484.91	273	10,000	10,484.91-
39	30	RIVERFRONT PARK	666	.00		5,994	3,282.00	55	8,000	4,718.00
39	*	OTHER CULTURAL SERVICES	2,265	4,891.41	216	20,385	36,046.34	177	27,200	8,846.34-
40	05	SPECIAL EVENT PERMITS	2,083	9,000.00	432	18,747	21,850.00	117	25,000	3,150.00
50	10	EVENT FEES	325	1,200.00	369	2,925	3,600.00	123	3,900	300.00
50	30	ADVERTISING/SPONSORSHIPS	41	.00		369	500.00	136	500	.00
50	50	MISC FURNISHINGS	125	40.00	32	1,125	2,279.25	203	1,500	779.25-
50	*	SPECIAL REC FACILITIES	491	1,240.00	253	4,419	6,379.25	144	5,900	479.25-
347	**	CULTURE/RECREATION	4,880	16,764.66	344	43,920	72,377.09	165	58,600	13,777.09-
340	***	CHARGES FOR SERVICES	641,504	662,307.24		5,818,686	6,068,642.66		7,888,773	1,820,130.34
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	1,250	1,276.28	102	11,250	54,464.50	484	15,000	39,464.50-
351	**	JUDGMENTS AND FINES	1,250	1,276.28	102	11,250	54,464.50	484	15,000	39,464.50-
350	***	FINES AND FORFEITURES	1,250	1,276.28		11,250	54,464.50		15,000	39,464.50-
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	12,500	2,390.08	19	112,500	35,488.95	32	150,000	114,511.05
10	02	INVESTMENT INTEREST	41,666	124,641.92	299	374,994	1,290,011.74	344	500,000	790,011.74-
10	10	FLORIDA PRIME INTEREST	20,833	88,079.33	423	187,497	659,529.00	352	250,000	409,529.00-
10	11	INTEREST/CBOS	0	.00		0	.00		0	.00
10	*	INTEREST	74,999	215,111.33	287	674,991	1,985,029.69	294	900,000	1,085,029.69-

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30 00	NET INC/DEC FMV INVESTMNT	0	25,188.64-		0	41,270.28		0	41,270.28-
35 01	AMERICAN TOWER	53	.00		477	644.41	135	645	.59
35 02	ATT CELL TWR 14386094	1,303	.00		11,727	15,643.31	133	15,644	.69
35 03	ATT CELL TOWER 382218	38	.00		342	318.00	93	463	145.00
35 04	LAMAR BILLBOARD	29	28.87	100	261	298.97	115	357	58.03
35 05	SPRINT CELL TOWER	497	.00		4,473	7,828.28	175	5,964	1,864.28-
35 06	LEASE - TMOBILE A2C0020A	14	.00		126	139.65	111	177	37.35
35 07	LEASE - TMOBILE A2C0555A	11	160.68	1461	99	747.27	755	134	613.27-
35 *	MISCELLANEOUS INTEREST	1,945	189.55	10	17,505	25,619.89	146	23,384	2,235.89-
40 00	GAIN/(LOSS) SALE INVEST	0	1,143.69-		0	20,886.97-		0	20,886.97
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	1,143.69-		0	20,886.97-		0	20,886.97
361 **	INTEREST & OTHER EARNINGS	76,944	188,968.55	246	692,496	2,031,032.89	293	923,384	1,107,648.89-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		972	.00		1,300	1,300.00
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	1,409.76	242	5,247	12,648.24	241	7,000	5,648.24-
39 20	CIVIC CENTER-TENANTS	658	660.00	100	5,922	5,940.00	100	7,900	1,960.00
39 *	RENTALS AND LEASES	1,241	2,069.76	167	11,169	18,588.24	166	14,900	3,688.24-
362 **	RENT AND ROYALTIES	1,349	2,069.76	153	12,141	18,588.24	153	16,200	2,388.24-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	66,713.36		0	66,713.36-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	66,713.36		0	66,713.36-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	302.82		0	7,729.54		0	7,729.54-
365 **	SALE SURPLUS MTRLS &SCRAP	0	302.82		0	7,729.54		0	7,729.54-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	35,717	.00		107,151	214,853.00	201	214,300	553.00-

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10 10	CONTRIBS FOR K-9	0	.00		0	.00		0	.00
10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	35,717	.00		107,151	214,853.00	201	214,300	553.00-
368	PENSION CONTRIBUTIONS								
00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	409.70		0	38,912.47		0	38,912.47-
90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
90 03	CODE ENF ABATE/DEMO REV	12,583	19,194.14	153	113,247	171,298.78	151	151,000	20,298.78-
90 04	MISC. POLICE REVENUES	516	5,133.33	995	3,644	6,061.14	166	5,200	861.14-
90 05	INVESTIGATIVE COSTS REIM	3,333	657.43	20	29,997	31,840.94	106	40,000	8,159.06
90 09	PROPERTY REGISTRATION	166	1,600.00	964	1,494	5,000.00	335	2,000	3,000.00-
90 12	LEISURE SVCS -CANCEL FEES	41	.00		369	210.00	57	500	290.00
90 *	OTHER MISC REVENUES	16,639	26,994.60	162	148,751	253,323.33	170	198,700	54,623.33-
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	22,683.00		0	22,683.00-
369 **	OTHER MISC REVENUES	16,639	26,994.60	162	148,751	276,006.33	186	198,700	77,306.33-
360 ***	MISCELLANEOUS REVENUES	130,649	218,335.73		960,539	2,614,923.36		1,352,584	1,262,339.36-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
91 10	TRF FROM COCOA CRA (110)	18,493	18,500.00	100	166,510	166,500.00	100	222,000	55,500.00
91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
91 14	TRF FROM ARPA (130)	0	.00		13,934	13,933.81	100	13,934	.19
91 20	TRF FROM DBT SVC (201)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 23	TRF FROM STORMWATER (423)	0	.00		91,600	91,600.00	100	91,600	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	18,493	18,500.00	100	272,044	272,033.81	100	327,534	55,500.19
94 21	TRANS FR 421 OH ALLOC	697,361	697,361.67	100	6,276,249	6,276,255.03	100	8,368,340	2,092,084.97
94 23	TRANS FR 423 OH ALLOC	27,344	27,344.00	100	246,096	246,096.00	100	328,128	82,032.00
94 *	INTERFUND TRANSFER	724,705	724,705.67	100	6,522,345	6,522,351.03	100	8,696,468	2,174,116.97
381 **	INTERFUND TRANSFER	743,198	743,205.67	100	6,794,389	6,794,384.84	100	9,024,002	2,229,617.16

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	654,056	654,056.92	100	5,886,504	5,886,512.28	100	7,848,683	1,962,170.72
40 01	6% PILOFF	147,241	147,241.17	100	1,325,169	1,325,170.53	100	1,766,894	441,723.47
40 *	CONTRIBUTIONS (ROI)	801,297	801,298.09	100	7,211,673	7,211,682.81	100	9,615,577	2,403,894.19
382 **	CONTRIBUTIONS ENTERPRISE	801,297	801,298.09	100	7,211,673	7,211,682.81	100	9,615,577	2,403,894.19
383	INSTLMT PURCH/CAP LEASE								
10 33	POSTAGE MACHINE	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
384	DEBT PROCEEDS								
00 00	DEBT PROCEEDS	214,038	.00		1,852,879	2,495,000.00	135	2,495,000	.00
384 **	DEBT PROCEEDS	214,038	.00		1,852,879	2,495,000.00	135	2,495,000	.00
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	24,168-	.00		73,312	.00		800	800.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	726,596	.00		5,170,643	.00		7,350,432	7,350,432.00
99 *	BALANCE FORWARD	726,596	.00		5,170,643	.00		7,350,432	7,350,432.00
389 **	NON OPERATING SOURCES	702,428	.00		5,243,955	.00		7,351,232	7,351,232.00
380 ***	OTHER SOURCES(NON-REV)	2,460,961	1,544,503.76		21,102,896	16,501,067.65		28,485,811	11,984,743.35
FUND TOTAL	GENERAL FUND	4,438,425	4,049,732.29		49,868,665	48,013,039.77		62,563,659	14,550,619.23
GRAND TOTAL		4,438,425	4,049,732.29		49,868,665	48,013,039.77		62,563,659	14,550,619.23

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	92142	67622.60	73	829278	696358.84	84	.00	1105763	409404.16	63
11 **	EXECUTIVE SALARIES	92142	67622.60	73	829278	696358.84	84	.00	1105763	409404.16	63
12-00	REGULAR SALARIES & WAGES	1189841	989715.88	83	11432579	9593393.36	84	.00	15002227	5408833.64	64
12-06	SALARIES/CONTRACTUAL	9650	11019.50	114	86448	110952.96	128	.00	115399	4446.04	96
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	13926	10568.09	76	98240	144828.59	147	.00	140042	4786.59-	103
12 **	REGULAR SALARIES & WAGES	1213417	1011303.47	83	11617267	9849174.91	85	.00	15257668	5408493.09	65
13-00	OTHER SALARIES & WAGES	101883	97984.87	96	891948	857247.14	96	.00	1197652	340404.86	72
13 **	OTHER SALARIES & WAGES	101883	97984.87	96	891948	857247.14	96	.00	1197652	340404.86	72
14-00	OVERTIME	131985	102114.03	77	607105	717100.42	118	.00	1003173	286072.58	72
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	131985	102114.03	77	607105	717100.42	118	.00	1003173	286072.58	72
15-00	SPECIAL PAY	69075	40416.02	59	285619	354652.43	124	.00	492872	138219.57	72
15 **	SPECIAL PAY	69075	40416.02	59	285619	354652.43	124	.00	492872	138219.57	72
20-00	CLOTHING/SHOE ALLOWANCE	2759	7250.00	263	23607	19680.09	83	.00	31897	12216.91	62
20 **	CLOTHING/SHOE ALLOWANCE	2759	7250.00	263	23607	19680.09	83	.00	31897	12216.91	62
21-00	FICA TAXES	112884	99941.73	89	1011456	943645.75	93	.00	1350247	406601.25	70
21 **	FICA TAXES	112884	99941.73	89	1011456	943645.75	93	.00	1350247	406601.25	70
22-00	RETIREMENT CONTRIBUTIONS	123918	101725.86	82	1114737	987883.35	89	.00	1486611	498727.65	67
22-01	FIRE PENSION	235216	210474.67	90	2114769	2115174.50	100	.00	2820431	705256.50	75
22-02	STATE CONTRIBUTIONS	36868	.00	0	331812	.00	0	.00	442426	442426.00	0
22-03	NON-FRS RETIREMENT PLAN	3178	2911.10	92	28581	27918.13	98	.00	38130	10211.87	73
22 **	RETIREMENT CONTRIBUTIONS	399180	315111.63	79	3589899	3130975.98	87	.00	4787598	1656622.02	65
23-00	INSURANCES	4309	3200.67	74	38754	27729.15	72	.00	51780	24050.85	54

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-02	MEDICARE PART B	38256	63324.80	166	344304	375525.72	109	1110.00	459072	82436.28	82
23-04	MEDICAL	284936	257683.20	90	2741904	2179292.88	80	.00	3596852	1417559.12	61
23-05	HEALTH GF RETIREES 50%	4969	5362.94	108	44721	46316.30	104	.00	59630	13313.70	78
23-06	HEALTH GF RETIREES 100%	20872	14626.20	70	187848	153226.10	82	.00	250467	97240.90	61
23-07	DENTAL INSURANCE	13731	12175.00	89	123507	104311.52	85	.00	164850	60538.48	63
23-08	VISION INSURANCE	2440	2213.37	91	21948	18800.01	86	.00	29427	10626.99	64
23-09	LONG TERM DISABILITY	4173	3459.60	83	37530	29868.91	80	.00	50182	20313.09	60
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	373686	362045.78	97	3540516	2935070.59	83	1110.00	4662260	1726079.41	63
24-00	WORKER'S COMPENSATION	65438	28970.43	44	588831	277261.83	47	.00	785310	508048.17	35
24 **	WORKER'S COMPENSATION	65438	28970.43	44	588831	277261.83	47	.00	785310	508048.17	35
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	7497	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	7497	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20493	18345.16	90	184437	156327.75	85	.00	245921	89593.25	64
27 **	BENEFIT OFFSET	20493	18345.16	90	184437	156327.75	85	.00	245921	89593.25	64
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	74141	40793.52	55	558304	295888.14	53	210028.50	780763	274846.36	65
31-01	LEGAL EXPENSES	42876	30953.03	72	385884	240886.49	62	256913.91	514518	16717.60	97
31-02	MEDICAL SERVICES	4991	1269.35	25	44919	41270.65	92	13734.35	59895	4890.00	92
31-03	ENGINEERING SERVICES	727	.00	0	4362	6540.00	150	.00	6540	.00	100
31-05	EMS 1ST RESPONDER	1724	.00	0	15516	19915.89	128	.00	20690	774.11	96
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HTMOORE RESTOR-GR23HM	382	.00	0	3056	3403.50	111	.00	4204	800.50	81
31-17	RESILIENT FL-FDEP 24PLN48	6944	.00	0	51308	60780.82	119	.00	72135	11354.18	84
31-33	EMPLOYEE HEALTH CENTER	34768	36841.39	106	312912	295775.96	95	121445.04	417221	.00	100
31 **	PROFESSIONAL SERVICES	166553	109857.29	66	1376261	964461.45	70	602121.80	1875966	309382.75	84
32-00	ACCOUNTING & AUDITING	11860	.00	0	101213	60800.00	60	.00	136800	76000.00	44
32 **	ACCOUNTING & AUDITING	11860	.00	0	101213	60800.00	60	.00	136800	76000.00	44
34-00	CONTRACT SERVICES	148888	108877.87	73	1335645	997933.44	75	573475.52	1782426	211017.04	88
34-03	CUSTOMER SERVICE CONTRACT	285320	288035.99	101	2567880	2280310.60	89	.00	3423844	1143533.40	67
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36909	60373.30	164	331272	285877.85	86	147280.69	442000	8841.46	98
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	471117	457287.16	97	4234797	3564121.89	84	720756.21	5648270	1363391.90	76
39-00	CONTINGENCY	30377	.00	0	262278	.00	0	.00	353406	353406.00	0
39-01	CONTINGENCY - FY21	20388-	.00	0	61170	.00	0	.00	0	.00	0
39-02	CONTINGENCY - FY22	78684	.00	0	603954	.00	0	.00	840000	840000.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	88673	.00	0	927402	.00	0	.00	1193406	1193406.00	0
40-00	TRAVEL & PER DIEM	6974	910.88	13	64333	21774.71	34	35.00	85313	63503.29	26
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	6974	910.88	13	64333	21774.71	34	35.00	85313	63503.29	26
41-00	COMMUNICATION	26332	23075.22	88	233713	160204.88	69	147063.30	312736	5467.82	98
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
41 **	COMMUNICATION	26332	23075.22	88	233713	160204.88	69	147063.30	312736	5467.82	98
42-00	POSTAGE & FREIGHT	47925	43610.10	91	431597	321402.19	75	226788.46	575495	27304.35	95
42 **	POSTAGE & FREIGHT	47925	43610.10	91	431597	321402.19	75	226788.46	575495	27304.35	95
43-00	ELECTRIC/WATER/SEWER	80971	62109.87	77	728739	501202.16	69	383728.82	971681	86750.02	91
43 **	ELECTRIC/WATER/SEWER	80971	62109.87	77	728739	501202.16	69	383728.82	971681	86750.02	91
44-00	RENTALS AND LEASES	5341	2727.95	51	47342	33469.05	71	23778.95	63398	6150.00	90
44 **	RENTALS AND LEASES	5341	2727.95	51	47342	33469.05	71	23778.95	63398	6150.00	90
45-00	INSURANCE	74255	219528.93	296	668295	894480.52	134	.00	891070	3410.52-	100
45 **	INSURANCE	74255	219528.93	296	668295	894480.52	134	.00	891070	3410.52-	100
46-00	REPAIRS & MAINTENANCE	113706	38524.71	34	1019751	663336.09	65	208070.55	1360910	489503.36	64
46-02	REPAIR/MAINT BUILDING	56257	43198.53	77	534922	291360.84	55	158108.98	703708	254238.18	64
46-03	REPAIR/MAINT-VEHICLES	29961	66108.41	221	327051	339006.91	104	36341.99	417005	41656.10	90
46-04	HTMOORE RESTOR-GR23HM	11206	.00	0	92300	114259.63	124	.00	125920	11660.37	91
46-05	HYDRANT FEES	22515	22163.66	98	202635	199573.84	99	.00	270189	70615.16	74
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	233645	169995.31	73	2176659	1607537.31	74	402521.52	2877732	867673.17	70
47-00	PRINTING & BINDING	15424	7995.55	52	136090	85666.05	63	72720.95	182426	24039.00	87
47 **	PRINTING & BINDING	15424	7995.55	52	136090	85666.05	63	72720.95	182426	24039.00	87
48-00	PROMOTIONAL ACTIVITIES	5982	10591.91	177	54832	42578.07	78	31.52	72802	30192.41	59
48-01	JAG 24-GG-04542	184	1124.31	611	1104	1641.81	149	.00	1653	11.19	99
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	369	153.86	42	.00	500	346.14	31
48 **	PROMOTIONAL ACTIVITIES	6207	11716.22	189	56305	44373.74	79	31.52	74955	30549.74	59
49-00	OTHER CHARGES & OBLIG.	30124	53237.61	177	245053	192501.86	79	113599.73	335538	29436.41	91
49-02	ADVERTISING	116	.00	0	1044	99.89	10	.00	1400	1300.11	7
49-06	BROWNFIELD PROG CITY COST	416	.00	0	3744	.00	0	.00	5000	5000.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-07	BAD DEBT EXPENSE	0	1586.21-	0	0	30275.98-	0	.00	0	30275.98	0
49-08	CASH OVER/SHORT	0	.00	0	0	377.02	0	.00	0	377.02-	0
49-21	PD INVESTIGATIVE FUNDS	2083	5690.00	273	18747	6620.00	35	.00	25000	18380.00	27
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	32739	57341.40	175	268588	169322.79	63	113599.73	366938	84015.48	77
51-00	OFFICE SUPPLIES	4201	3471.25	83	38285	15850.50	41	.00	51018	35167.50	31
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	4201	3471.25	83	38285	15850.50	41	.00	51018	35167.50	31
52-00	OPERATING SUPPLIES	106621	27109.09	25	984703	957739.46	97	108477.06	1304688	238471.48	82
52-02	UNIFORMS-PURCHASED	7410	3391.98	46	75120	27647.23	37	34472.77	97391	35271.00	64
52-05	EMS 1st RESP-CONSUM SUPP	6874	661.25	10	61431	40825.94	67	15631.89	82054	25596.17	69
52-07	JANITORIAL SUPPLIES	4483	1360.31	30	40347	24852.54	62	.00	53830	28977.46	46
52-10	HEATING FUEL	474	312.13	66	4266	3434.29	81	2253.39	5688	.32	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	28149	19265.20	68	275977	153888.79	56	.00	360500	206611.21	43
52-33	EMPLOYEE HEALTH CENTER	15729	16054.55	102	141561	108382.63	77	80367.37	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	0	.00	0	0	.00	0	.00	0	.00	0
52-38	BULLET PROOF VEST 2023	38	.00	0	304	415.92	137	.00	416	.08	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	2412	1193.00	50	19296	13900.08	72	12625.92	26526	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	172190	69347.51	40	1603005	1331086.88	83	253828.40	2119843	534927.72	75
53-00	ROAD MATERIALS/SUPPLIES	4056	1032.00	25	36504	18722.34	51	102.67	48675	29849.99	39
53 **	ROAD MATERIALS/SUPPLIES	4056	1032.00	25	36504	18722.34	51	102.67	48675	29849.99	39
54-00	MEMBERSHIP/PUBLICATIONS	13077	1000.11	8	74072	30469.45	41	21587.72	113475	61417.83	46
54 **	MEMBERSHIP/PUBLICATIONS	13077	1000.11	8	74072	30469.45	41	21587.72	113475	61417.83	46
55-00	TRAINING	15459	3549.00	23	138693	75991.43	55	10320.72	185181	98868.85	47
55-01	EDA PROGRAM	833	156.00	19	7497	2937.39	39	2258.00	10000	4804.61	52
55-02	P/F HS RECRUITMENT	863	.00	0	6904	.00	0	9497.42	9497	.42-	100
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	17155	3705.00	22	153094	78928.82	52	22076.14	204678	103673.04	49
56-15	IT-RELATED OPERATING EXP	84868	25284.27	30	759550	708708.89	93	66384.08	1014243	239150.03	76
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	84868	25284.27	30	759550	708708.89	93	66384.08	1014243	239150.03	76
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	59855	.00	0	276117	214300.00	78	.00	455679	241379.00	47
61 **	LAND	59855	.00	0	276117	214300.00	78	.00	455679	241379.00	47
62-00	BUILDINGS	6255	.00	0	12510	.00	0	31275.00	31275	.00	100
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
62 **	BUILDINGS	6255	.00	0	12510	.00	0	31275.00	31275	.00	100
63-00	INFRASTRUCTURE	203349	999.44	1	1337020	630880.70	47	750060.75	1947071	566129.55	71
63-07	IMPROVE OTHER THAN BLDG	182186	.00	0	1414168	1084943.95	77	474421.27	1960726	401360.78	80
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	385535	999.44	0	2751188	1715824.65	62	1224482.02	3907797	967490.33	75
64-00	MACHINERY & EQUIPMENT	434783	219022.40	50	3662221	2056377.89	56	2323745.59	4966581	586457.52	88
64-15	IT HARDWARE	36400	.00	0	248016	17320.65	7	328263.00	357210	11626.35	97
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	471183	219022.40	47	3910237	2073698.54	53	2652008.59	5323791	598083.87	89
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4293	4297.77	100	38637	38618.77	100	12903.53	51523	.70	100
71-33	LEASED POSTAGE METER	372	.00	0	3348	3345.11	100	1129.89	4475	.00	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
71-69	SBITA - SAMSARA	2240	.00	0	20160	21651.73	107	5234.39	26887	.88	100
71-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-72	SBITA - BRIGHTLY ASSET	3262	.00	0	13048	22830.13	175	1.77	22831	.90-	100
71 **	DEBT SERVICE - PRINCIPAL	10167	4297.77	42	75193	86445.74	115	19269.58	105716	.68	100
72-30	LEASE - COPIERS	14	10.23	73	126	153.23	122	20.47	175	1.30	99
72-33	LEASED POSTAGE METER	45	.00	0	405	419.77	104	125.23	545	.00	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	32	.00	0	288	373.08	130	20.64	394	.28	100
72-72	SBITA - BRIGHTLY ASSET	204	.00	0	816	1426.00	175	.00	1426	.00	100
72 **	DEBT SERVICE - INTEREST	295	10.23	4	1635	2372.08	145	166.34	2540	1.58	100
73-00	OTHER DEBT SERVICE COSTS	3357	.00	0	20142	30213.37	150	.00	30214	.63	100
73 **	OTHER DEBT SERVICE COSTS	3357	.00	0	20142	30213.37	150	.00	30214	.63	100
81-00	AIDS TO GOVT AGENCY	139485	.00	0	1255365	1673821.00	133	.00	1673821	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
81 **	AIDS TO GOVT AGENCY	139485	.00	0	1255365	1673821.00	133	.00	1673821	.00	100
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	3541	10058.41	284	24369	15058.41	62	.00	35000	19941.59	43
83 **	OTHER GRANTS & AIDS	3541	10058.41	284	24369	15058.41	62	.00	35000	19941.59	43
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89369	89368.76	100	611141	611140.84	100	.00	1259347	648206.16	49
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89369	89368.76	100	611141	611140.84	100	.00	1259347	648206.16	49

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
FUND 001	TOTAL *********										
	GENERAL FUND	5316380	3744858.75	70	46231201	36972953.98	80	6985436.80	62563659	18605268.22	70
GRAND	TOTAL *********										
		5316380	3744858.75	70	46231201	36972953.98	80	6985436.80	62563659	18605268.22	70



FY 2025 Budget by Classification Report - Summary Listing

6/30/2025

Target for June 2025 is 75%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 79,722,196	$ -	$ 59,951,547	$ 19,770,649	75%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 3,662,128	$ -	$ 2,074,045	$ 1,588,083	57%
*OTHER SOURCES (NON-REVENUE)	$ 5,797,280	$ -	$ 53,436	$ 5,743,844	1%
REVENUE TOTALS	**$ 89,181,604**	**$ -**	**$ 62,079,028**	**$ 27,102,576**	**70%**
EXPENSE					
SALARIES AND BENEFITS	$ 21,442,558	$ -	$ 13,060,470	$ 8,382,088	61%
OPERATING EXPENDITURES	$ 27,418,535	$ 7,384,431	$ 15,405,140	$ 4,628,964	56%
CAPITAL OUTLAY	$ 2,028,010	$ 725,876	$ 829,853	$ 472,281	41%
GRANTS, AIDS AND OTHER	$ 472,406	$ 151,191	$ 317,738	$ 3,476	67%
NON-OPERATING USES	$ 37,820,095	$ -	$ 31,864,468	$ 5,955,627	84%
EXPENSE TOTALS	**$ 89,181,604**	**$ 8,261,499**	**$ 61,477,669**	**$ 19,442,436**	78%
REVENUE TOTALS	**$ 89,181,604**	**$ -**	**$ 62,079,028**	**$ 27,102,576**	**70%**
EXPENSE TOTALS	**$ 89,181,604**	**$ 8,261,499**	**$ 61,477,669**	**$ 19,442,436**	**78%**
**	**$ -**	**$ (8,261,499)**	**$ 601,359**	**$ 7,660,140**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	85,260.43		0	85,260.43-
331	**	FEDERAL GRANTS	0	.00		0	85,260.43		0	85,260.43-
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	25,326.46		0	25,326.46		0	25,326.46-
334	**	STATE GRANT	0	25,326.46		0	25,326.46		0	25,326.46-
337		GRANTS FROM LOCAL UNITS								
	30 00	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	25,326.46		0	110,586.89		0	110,586.89-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,561,481	5,840,306.77	105	50,053,329	49,450,032.88	99	66,737,780	17,287,747.12
	33 00	WATER CONNECTION FEE	47,267	70,698.81	150	425,403	623,331.83	147	567,211	56,120.83-
	36 00	WATER HYDRANT FEES	340,513	366,620.47	108	3,064,617	3,289,350.71	107	4,086,156	796,805.29
	39 06	HYDRANT RESID FLOW TEST	141	2,700.00	1915	1,269	12,150.00	957	1,696	10,454.00-
	39 07	BACKFLOW DEVICE TEST	12,808	20,114.64	157	115,272	182,110.95	158	153,700	28,410.95-
	39 08	JUMPER METERS	61	100.00	164	549	1,700.00	310	742	958.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	3,000.00	283	9,540	42,000.00	440	12,720	29,280.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	105.42	240	396	1,873.78	473	530	1,343.78-
	39 *	WATER OTHER INCOME	14,114	26,020.06	184	127,026	239,834.73	189	169,388	70,446.73-
	51 00	SEWER SALES	642,330	676,351.16	105	5,780,970	5,996,614.68	104	7,707,960	1,711,345.32
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	642,330	676,351.16	105	5,780,970	5,996,614.68	104	7,707,960	1,711,345.32
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	855.80	157	4,923	7,537.65	153	6,572	965.65-
	60 00	REUSE WATER SALES	36,642	41,829.42	114	329,778	338,753.23	103	439,709	100,955.77
	60 01	REUSE WATER INSTALLATION	618	301.00-	49	5,562	6,091.00	110	7,420	1,329.00
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	37,260	41,528.42	112	335,340	344,844.23	103	447,129	102,284.77
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,643,512	7,022,381.49	106	59,791,608	59,951,546.71	100	79,722,196	19,770,649.29
340	***	CHARGES FOR SERVICES	6,643,512	7,022,381.49		59,791,608	59,951,546.71		79,722,196	19,770,649.29

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	3,989.45		0	37,470.07		0	37,470.07-
10 02	INVESTMENT INTEREST	40,078	33,661.01	84	360,702	565,672.57	157	480,943	84,729.57-
10 10	FLORIDA PRIME INTEREST	0	57,292.79		0	507,332.55		0	507,332.55-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	40,078	94,943.25	237	360,702	1,110,475.19	308	480,943	629,532.19-
30 00	NET INC/DEC FMV INVESTMNT	0	135,077.05-		0	236,857.92		0	236,857.92-
40 00	GAIN/(LOSS) SALE INVEST	0	10,272.84-		0	118,695.66-		0	118,695.66
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	10,272.84-		0	118,695.66-		0	118,695.66
361 **	INTEREST & OTHER EARNINGS	40,078	50,406.64-	126	360,702	1,228,637.45	341	480,943	747,694.45-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		972	1,300.00	134	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		972	1,300.00	134	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
10 00	GAIN/(LOSS)SALE OF F/A	0	8,006.25		0	17,557.21		0	17,557.21-
364 **	DISPOSITION FIXED ASSETS	0	8,006.25		0	17,557.21		0	17,557.21-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		2,385	1,986.86	83	3,180	1,193.14
365 **	SALE SURPLUS MTRLS &SCRAP	265	.00		2,385	1,986.86	83	3,180	1,193.14
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	1,752.70	41	38,772	71,325.64	184	51,705	19,620.64-
90 06	SETTLEMENTS	602,500	.00		1,317,500	675,000.00	51	3,125,000	2,450,000.00
90 *	OTHER MISC REVENUES	606,808	1,752.70		1,356,272	746,325.64	55	3,176,705	2,430,379.36
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	78,238.24		0	78,238.24-
369 **	OTHER MISC REVENUES	606,808	1,752.70		1,356,272	824,563.88	61	3,176,705	2,352,141.12
360 ***	MISCELLANEOUS REVENUES	647,259	40,647.69-		1,720,331	2,074,045.40		3,662,128	1,588,082.60
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 24	RENEW & REPLACE (424)	13,359	53,436.00	400	13,359	53,436.00	400	53,436	.00
91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.00
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	13,359	53,436.00	400	13,359	53,436.00	400	53,436	.00
381 **	INTERFUND TRANSFER	13,359	53,436.00	400	13,359	53,436.00	400	53,436	.00
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 11	RESTR. CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	162,556	.00		5,256,172	.00		5,743,844	5,743,844.00
99 *	BALANCE FORWARD	162,556	.00		5,256,172	.00		5,743,844	5,743,844.00
389 **	NON OPERATING SOURCES	162,556	.00		5,256,172	.00		5,743,844	5,743,844.00
380 ***	OTHER SOURCES(NON-REV)	175,915	53,436.00		5,269,531	53,436.00		5,797,280	5,743,844.00
FUND TOTAL	WATER/SEWER FUND	7,466,686	7,060,496.26		66,781,470	62,189,615.00		89,181,604	26,991,989.00
GRAND TOTAL		7,466,686	7,060,496.26		66,781,470	62,189,615.00		89,181,604	26,991,989.00

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	15127	13819.20	91	136143	130591.48	96	.00	181529	50937.52	72
11 **	EXECUTIVE SALARIES	15127	13819.20	91	136143	130591.48	96	.00	181529	50937.52	72
12-00	REGULAR SALARIES & WAGES	1040184	787090.18	76	9308198	7371900.89	79	.00	12428817	5056916.11	59
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	3701	10411.75	281	17471	53794.36	308	.00	28571	25223.36-	188
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1043885	797501.93	76	9325669	7425695.25	80	.00	12457388	5031692.75	60
13-00	OTHER SALARIES & WAGES	54528	48759.37	89	546282	428501.52	78	.00	709910	281408.48	60
13 **	OTHER SALARIES & WAGES	54528	48759.37	89	546282	428501.52	78	.00	709910	281408.48	60
14-00	OVERTIME	63087	76128.12	121	562293	798254.50	142	.00	751592	46662.50-	106
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	63087	76128.12	121	562293	798254.50	142	.00	751592	46662.50-	106
15-00	SPECIAL PAY	0	74.00	0	0	74.00	0	.00	0	74.00-	0
15 **	SPECIAL PAY	0	74.00	0	0	74.00	0	.00	0	74.00-	0
20-00	CLOTHING/SHOE ALLOWANCE	2017	.00	0	17153	24269.10	142	.00	23225	1044.10-	105
20 **	CLOTHING/SHOE ALLOWANCE	2017	.00	0	17153	24269.10	142	.00	23225	1044.10-	105
21-00	FICA TAXES	80230	70568.99	88	720468	664027.29	92	.00	961198	297170.71	69
21 **	FICA TAXES	80230	70568.99	88	720468	664027.29	92	.00	961198	297170.71	69
22-00	RETIREMENT CONTRIBUTIONS	154706	136040.66	88	1389822	1337454.20	96	.00	1854009	516554.80	72
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	463	497.26	107	4167	4141.33	99	.00	5564	1422.67	74
22 **	RETIREMENT CONTRIBUTIONS	155169	136537.92	88	1393989	1341595.53	96	.00	1859573	517977.47	72
23-00	INSURANCES	2753	2301.32	84	24768	18983.38	77	.00	33075	14091.62	57
23-02	RETIREES OTHER INSURANCES	13150	16706.80	127	118350	100625.32	85	.00	157806	57180.68	64
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL/RX SELF INSURED	281638	209890.04	75	2533959	1729667.51	68	.00	3378907	1649239.49	51
23-05	HEALTH RETIREES 50%	1988	975.08	49	17892	6338.02	35	.00	23856	17517.98	27
23-06	HEALTH RETIREES 100%	3976	3894.52	98	35784	37975.92	106	.00	47712	9736.08	80
23-07	DENTAL INSURANCE	13234	8770.63	66	119076	73318.91	62	.00	158816	85497.09	46
23-08	VISION INSURANCE	2567	1595.60	62	23073	13307.81	58	.00	30803	17495.19	43
23-09	LONG TERM DISABILITY	2821	2640.06	94	25383	21786.89	86	.00	33908	12121.11	64
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	322127	246774.05	77	2898285	2002003.76	69	.00	3864883	1862879.24	52
24-00	WORKER'S COMPENSATION	38737	15786.98	41	348606	148197.87	43	.00	464860	316662.13	32
24 **	WORKER'S COMPENSATION	38737	15786.98	41	348606	148197.87	43	.00	464860	316662.13	32
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	7497	154.51	2	.00	10000	9845.49	2
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	7497	154.51	2	.00	10000	9845.49	2
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13200	11600.00	88	118800	97105.05	82	.00	158400	61294.95	61
27 **	BENEFIT OFFSET	13200	11600.00	88	118800	97105.05	82	.00	158400	61294.95	61
31-00	PROFESSIONAL SERVICES	18579	5876.82	32	166766	42957.82	26	117564.83	222532	62009.35	72
31-01	LEGAL EXPENSES	47184	2249.40	5	414146	93521.90	23	51629.47	555690	410538.63	26
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	243779	202605.54	83	2079319	1416990.72	68	1370241.91	2810665	23432.37	99
31-27	TCR PROJECT-COCOA	22571	3819.27	17	203139	10604.32	5	260242.67	270847	.01	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	332113	214551.03	65	2863370	1564074.76	55	1799678.88	3859734	495980.36	87

FUND 421 WATER/SEWER FUND

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32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	165761	1006549.21	607	1551133	1452781.46	94	251518.31	2048472	344172.23	83
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	165761	1006549.21	607	1551133	1452781.46	94	251518.31	2048472	344172.23	83
39-00	CONTINGENCY	65889	.00	0	794678	.00	0	.00	992345	992345.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	65889	.00	0	794678	.00	0	.00	992345	992345.00	0
40-00	TRAVEL AND PER DIEM	1310	552.23	42	11790	6015.34	51	.00	15748	9732.66	38
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1310	552.23	42	11790	6015.34	51	.00	15748	9732.66	38
41-00	COMMUNICATION	17274	15973.08	93	155465	141656.25	91	64599.34	207319	1063.41	100
41 **	COMMUNICATION	17274	15973.08	93	155465	141656.25	91	64599.34	207319	1063.41	100
42-00	FREIGHT & POSTAGE SERVICE	1148	1117.10	97	10164	3179.33	31	.00	13640	10460.67	23
42 **	FREIGHT & POSTAGE SERVICE	1148	1117.10	97	10164	3179.33	31	.00	13640	10460.67	23
43-00	ELECTRIC/WATER/SEWER	203652	167784.85	82	1830868	1357983.22	74	1053812.38	2441835	30039.40	99
43 **	ELECTRIC/WATER/SEWER	203652	167784.85	82	1830868	1357983.22	74	1053812.38	2441835	30039.40	99
44-00	RENTAL AND LEASES	3941	15702.13	398	29069	32183.95	111	28085.48	40915	19354.43-	147
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3941	15702.13	398	29069	32183.95	111	28085.48	40915	19354.43-	147
45-00	INSURANCE	108436	321151.86	296	975924	1293017.92	133	.00	1301232	8214.08	99
45 **	INSURANCE	108436	321151.86	296	975924	1293017.92	133	.00	1301232	8214.08	99
46-00	REPAIRS & MAINTENANCE	528985	516904.94	98	4790591	3861269.42	81	963821.59	6377589	1552497.99	76

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46-02	REPAIR/MAINT BUILDING	40264	6333.17	16	404943	193230.35	48	18999.44	525757	313527.21	40
46-03	REPAIR/MAINT-VEHICLES	30626	80802.06	264	243634	280303.37	115	21048.94	335564	34211.69	90
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	599875	604040.17	101	5439168	4334803.14	80	1003869.97	7238910	1900236.89	74
47-00	PRINTING & BINDING	3084	1193.00	39	25592	29220.20	114	1953.00	34876	3702.80	89
47 **	PRINTING & BINDING	3084	1193.00	39	25592	29220.20	114	1953.00	34876	3702.80	89
48-00	PROMOTIONAL ACTIVITIES	2083	1200.00	58	18747	7802.11	42	.00	25000	17197.89	31
48 **	PROMOTIONAL ACTIVITIES	2083	1200.00	58	18747	7802.11	42	.00	25000	17197.89	31
49-00	OTHER CHARGES & OBLIG.	23542	12420.22	53	101202	119158.64	118	6810.00	171865	45896.36	73
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	5064.58-	0	0	40409.29-	0	.00	0	40409.29	0
49-08	CASH OVER & UNDER	0	21.16	0	0	97.69	0	.00	0	97.69-	0
49-09	DOCUMENT RECORDING CHGS	500	603.50-	121-	4500	2212.50-	49-	3292.50	6000	4920.00	18
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	24042	6773.30	28	105702	76634.54	73	10102.50	177865	91127.96	49
51-00	OFFICE SUPPLIES	2109	978.33	46	18981	9103.14	48	.00	25354	16250.86	36
51 **	OFFICE SUPPLIES	2109	978.33	46	18981	9103.14	48	.00	25354	16250.86	36
52-00	OPERATING SUPPLIES	74840	82064.35	110	589959	615348.61	104	96277.08	814515	102889.31	87
52-02	UNIFORMS-PURCHASED	133	32.99-	25-	798	927.00	116	.00	1200	273.00	77
52-07	JANITORIAL SUPPLIES	769	413.44	54	6921	7525.59	109	.00	9240	1714.41	81
52-09	CHEMICALS	582596	482169.21	83	5317692	3937134.17	74	3062513.19	7065491	65843.64	99
52-30	FUEL OIL & LUBRICANTS	46996	24660.55	53	472964	203621.34	43	1241.89	614010	409146.77	33
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

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52 **	OPERATING SUPPLIES	705334	589274.56	84	6388334	4764556.71	75	3160032.16	8504456	579867.13	93
53-00	ROAD MATERIALS/SUPPLIES	3752-	.00	0	26232	831.43	3	100.00	15000	14068.57	6
53 **	ROAD MATERIALS/SUPPLIES	3752-	.00	0	26232	831.43	3	100.00	15000	14068.57	6
54-00	MEMBERSHIP/PUBLICATIONS	3416	77.87	2	30744	34877.27	113	.00	41031	6153.73	85
54 **	MEMBERSHIP/PUBLICATIONS	3416	77.87	2	30744	34877.27	113	.00	41031	6153.73	85
55-00	TRAINING	11444	15563.80	136	87676	44971.91	51	6270.00	122064	70822.09	42
55-01	EDA PROGRAM	416	.00	0	3744	.00	0	.00	5000	5000.00	0
55 **	TRAINING	11860	15563.80	131	91420	44971.91	49	6270.00	127064	75822.09	40
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	25734	13343.81	52	230496	251447.52	109	4409.27	307739	51882.21	83
56 **	TECHNOLOGY SYSTEMS	25734	13343.81	52	230496	251447.52	109	4409.27	307739	51882.21	83
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	23559	48839.55	207	481075	101295.95	21	374859.22	551763	75607.83	86
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	23559	48839.55	207	481075	101295.95	21	374859.22	551763	75607.83	86
64-00	MACHINERY & EQUIPMENT	105197	55721.49	53	689489	586404.35	85	344207.45	1005102	74490.20	93
64-15	IT HARDWARE	39447	136633.00	346	352795	142152.50	40	6809.54	471145	322182.96	32
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	144644	192354.49	133	1042284	728556.85	70	351016.99	1476247	396673.16	73

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65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29131	29237.47	100	262179	231917.47	89	117664.91	349583	.62	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	2827	.00	0	25443	27322.43	107	6605.29	33928	.28	100
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71 **	PRINCIPAL	31958	29237.47	92	287622	259239.90	90	124270.20	383511	.90	100
72-32	LEASED ASSET-GENERATOR	7008	6902.53	99	63072	57202.53	91	26895.21	84098	.26	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	41	.00	0	369	470.76	128	26.08	497	.16	100
72-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-74	SBITA - ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	7049	6902.53	98	63441	57673.29	91	26921.29	84595	.42	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	2475	825.00	33	.00	3300	2475.00	25
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	2475	825.00	33	.00	3300	2475.00	25

FUND 421 WATER/SEWER FUND

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82-00	AID TO PRIVATE ORGANIZAT	167	.00	0	501	.00	0	.00	1000	1000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	167	.00	0	501	.00	0	.00	1000	1000.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	654056	654056.92	100	5886504	5886512.28	100	.00	7848683	1962170.72	75
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	.00	0	13565432	13565432.00	100	.00	13565432	.00	100
91-25	TO RESTRCTD ASSET (425)	486547	486547.09	100	4811099	4811098.59	100	.00	6270746	1459647.41	77
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1140603	1140604.01	100	24263035	24263042.87	100	.00	27684861	3421818.13	88
94-01	TXFR TO GF OH ALLOC (001)	697361	697361.67	100	6276249	6276255.03	100	.00	8368340	2092084.97	75
94 **	INTERFUND TRANSFER	697361	697361.67	100	6276249	6276255.03	100	.00	8368340	2092084.97	75
95-01	TXFR TO GF 6% PLOFF (001)	147241	147241.17	100	1325169	1325170.53	100	.00	1766894	441723.47	75
95 **	NONOPERATING	147241	147241.17	100	1325169	1325170.53	100	.00	1766894	441723.47	75
FUND 421	TOTAL ********* WATER/SEWER FUND	6255106	6655917.78	106	70414913	61477669.48	87	8261498.99	89181604	19442435.53	78
GRAND	TOTAL *********	6255106	6655917.78	106	70414913	61477669.48	87	8261498.99	89181604	19442435.53	78

FY 2025 Budget by Classification Report - Summary Listing

6/30/2025

Target for June 2025 is 75%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,299,404	$ -	$ 2,310,910	$ (11,506)	101%
CHARGES FOR SERVICES	$ -	$ -	$ -	$ -	0%
INTERGOVERNMENTAL/GRANT	$ 51,222	$ -	$ (68,778)	$ 120,000	-134%
MISCELLANEOUS	$ 500	$ -	$ 145,868	$ (145,368)	29174%
**OTHER SOURCES (NON-REVENUE)	$ 1,030,634	$ -	$ -	$ 1,030,634	0%
REVENUE TOTALS	**$ 3,381,760**	**$ -**	**$ 2,388,000**	**$ 993,760**	**71%**
EXPENSE					
SALARIES AND BENEFITS	$ 638,667	$ -	$ 403,994	$ 234,673	63%
OPERATING EXPENDITURES	$ 691,546	$ 150,551	$ 324,946	$ 216,050	47%
CAPITAL OUTLAY	$ 1,629,220	$ 600,990	$ 1,009,487	$ 18,743	62%
OTHER SOURCES (NON-REVENUE)	$ 2,599	$ 500	$ 2,098	$ 1	81%
NON-OPERATING USES	$ 419,728	$ -	$ 337,696	$ 82,032	80%
EXPENSE TOTALS	**$ 3,381,760**	**$ 752,041**	**$ 2,078,220**	**$ 551,498**	**84%**
REVENUE TOTALS	**$ 3,381,760**	**$ -**	**$ 2,388,000**	**$ 993,760**	**71%**
EXPENSE TOTALS	**$ 3,381,760**	**$ 752,041**	**$ 2,078,220**	**$ 551,498**	**84%**
	$ -	**$ (752,041)**	**$ 309,780**	**$ 442,261**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	68,457	20,785.09	30	2,179,197	2,180,145.83	100	2,179,197	948.83-
23 02	DELINQUENT TAX	833	22.88	3	7,497	204.71	3	10,000	9,795.29
23 03	PENALTIES	0	4,286.84		0	8,739.36		0	8,739.36-
23 04	TAX CERTIFICATES	9,183	121,819.88	1327	82,647	121,819.88	147	110,207	11,612.88-
23 *	STORMWATER	78,473	146,914.69	187	2,269,341	2,310,909.78	102	2,299,404	11,505.78-
325 **	SPECIAL ASSESSMENT	78,473	146,914.69	187	2,269,341	2,310,909.78	102	2,299,404	11,505.78-
320 ***	OTHER PERMITS & FEES	78,473	146,914.69		2,269,341	2,310,909.78		2,299,404	11,505.78-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	0	.00		0	68,778.04-		0	68,778.04
36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
36 *	STORMWATER MANAGEMENT	0	.00		0	68,778.04-		0	68,778.04
334 **	STATE GRANT	0	.00		0	68,778.04-		0	68,778.04
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SOIRL-SAVE OUR IR LAGOON	4,657	.00		37,256	.00		51,222	51,222.00
10 *	SHARED REV - BREVARD CTY	4,657	.00		37,256	.00		51,222	51,222.00
338 **	SHARED REVENUE LOCAL UNIT	4,657	.00		37,256	.00		51,222	51,222.00
330 ***	INTERGOVERNMENTAL REVENUE	4,657	.00		37,256	68,778.04-		51,222	120,000.04
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	.00		0	.00		0	.00
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	.00		0	.00		0	.00
343 **	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
340 ***	CHARGES FOR SERVICES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	1.98		0	997.08		0	997.08-
10 02	INVESTMENT INTEREST	0	669.24		0	25,007.65		0	25,007.65-
10 10	FLORIDA PRIME INTEREST	0	13,603.77		0	118,648.98		0	118,648.98-
10 *	INTEREST	0	14,274.99		0	144,653.71		0	144,653.71-
30 00	NET INC/DEC FMV INVESTMNT	0	873.75-		0	1,439.03		0	1,439.03-
40 00	GAIN/(LOSS) SALE INVEST	0	39.67-		0	724.27-		0	724.27
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	39.67-		0	724.27-		0	724.27
361 **	INTEREST & OTHER EARNINGS	0	13,361.57		0	145,368.47		0	145,368.47-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	100	.00		200	500.00	250	500	.00
366 **	CONTRIBUTIONS & DONATIONS	100	.00		200	500.00	250	500	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	0	.00		0	.01-		0	.01
369 **	OTHER MISC REVENUES	0	.00		0	.01-		0	.01
360 ***	MISCELLANEOUS REVENUES	100	13,361.57		200	145,868.46		500	145,368.46-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S FUND (421)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	156,256	.00		561,882	.00		1,030,634	1,030,634.00
99 *	BALANCE FORWARD	156,256	.00		561,882	.00		1,030,634	1,030,634.00
389 **	NON OPERATING SOURCES	156,256	.00		561,882	.00		1,030,634	1,030,634.00

380	***	OTHER SOURCES(NON-REV)	156,256	.00	561,882	.00	1,030,634	1,030,634.00
FUND TOTAL		STORMWATER UTILITY	239,486	160,276.26	2,868,679	2,388,000.20	3,381,760	993,759.80
GRAND TOTAL			239,486	160,276.26	2,868,679	2,388,000.20	3,381,760	993,759.80

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	29514	16898.05	57	277074	209564.00	76	.00	365629	156065.00	57
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	29514	16898.05	57	277074	209564.00	76	.00	365629	156065.00	57
13-00	OTHER SALARIES & WAGES	2813	9200.32	327	14065	52165.13	371	.00	22502	29663.13-	232
13 **	OTHER SALARIES & WAGES	2813	9200.32	327	14065	52165.13	371	.00	22502	29663.13-	232
14-00	OVERTIME	583	368.32	63	5247	8701.64	166	.00	7000	1701.64-	124
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	583	368.32	63	5247	8701.64	166	.00	7000	1701.64-	124
15-00	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
15 **	SPECIAL PAY	0	.00	0	0	.00	0	.00	0	.00	0
20-00	CLOTHING/SHOE ALLOWANCE	89	.00	0	605	700.00	116	.00	870	170.00	81
20 **	CLOTHING/SHOE ALLOWANCE	89	.00	0	605	700.00	116	.00	870	170.00	81
21-00	FICA TAXES	2445	2030.21	83	22005	20333.50	92	.00	29346	9012.50	69
21 **	FICA TAXES	2445	2030.21	83	22005	20333.50	92	.00	29346	9012.50	69
22-00	RETIREMENT CONTRIBUTIONS	4413	3880.85	88	39717	37433.77	94	.00	52956	15522.23	71
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4413	3880.85	88	39717	37433.77	94	.00	52956	15522.23	71
23-00	INSURANCES	82	59.02	72	738	546.37	74	.00	990	443.63	55
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7925	5008.46	63	71325	52036.27	73	.00	95105	43068.73	55
23-07	DENTAL INSURANCE	326	224.36	69	2934	1975.22	67	.00	3920	1944.78	50
23-08	VISION INSURANCE	53	43.08	81	477	360.05	76	.00	644	283.95	56
23-09	LONG TERM DISABILITY	83	76.48	92	747	627.43	84	.00	1003	375.57	63
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8469	5411.40	64	76221	55545.34	73	.00	101662	46116.66	55
24-00	WORKER'S COMPENSATION	4391	1511.62	34	39519	16810.40	43	.00	52702	35891.60	32
24 **	WORKER'S COMPENSATION	4391	1511.62	34	39519	16810.40	43	.00	52702	35891.60	32
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	500	500.00	100	4500	2740.21	61	.00	6000	3259.79	46
27 **	BENEFIT OFFSET	500	500.00	100	4500	2740.21	61	.00	6000	3259.79	46
31-00	PROFESSIONAL SERVICES	4204	.00	0	119625	8559.66	7	42528.01	132240	81152.33	39
31-01	LEGAL EXPENSES	41	.00	0	369	500.00	136	.00	500	.00	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	4245	.00	0	119994	9059.66	8	42528.01	132740	81152.33	39
34-00	CONTRACT SERVICES	22250	2985.14	13	200250	175987.43	88	67476.31	267002	23538.26	91
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22250	2985.14	13	200250	175987.43	88	67476.31	267002	23538.26	91
39-00	CONTINGENCY	1502	.00	0	32453	.00	0	.00	36972	36972.00	0
39 **	CONTINGENCY	1502	.00	0	32453	.00	0	.00	36972	36972.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2133	78.54	4	.00	2850	2771.46	3
40 **	TRAVEL & PER DIEM	237	.00	0	2133	78.54	4	.00	2850	2771.46	3
41-00	COMMUNICATION	173	45.44	26	1557	408.95	26	1667.05	2076	.00	100
41 **	COMMUNICATION	173	45.44	26	1557	408.95	26	1667.05	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	369	28.73	8	.00	500	471.27	6
42 **	POSTAGE & FREIGHT	41	.00	0	369	28.73	8	.00	500	471.27	6
43-00	ELECTRIC/WATER/SEWER	1333	1535.06	115	11997	10750.13	90	5606.14	16000	356.27-	102

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1333	1535.06	115	11997	10750.13	90	5606.14	16000	356.27-	102
44-00	RENTALS AND LEASES	250	.00	0	2250	170.78	8	.00	3000	2829.22	6
44 **	RENTALS AND LEASES	250	.00	0	2250	170.78	8	.00	3000	2829.22	6
45-00	INSURANCE	1256	3784.44	301	11304	15123.95	134	.00	15072	51.95-	100
45 **	INSURANCE	1256	3784.44	301	11304	15123.95	134	.00	15072	51.95-	100
46-00	REPAIRS & MAINTENANCE	10841	20356.54	188	80769	49558.15	61	25314.07	113300	38427.78	66
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	3840	4627.88	121	34560	35353.93	102	4126.96	46090	6609.11	86
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	14681	24984.42	170	115329	84912.08	74	29441.03	159390	45036.89	72
47-00	PRINTING & BINDING	41	.00	0	369	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	369	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	43	340.04	791	387	563.33	146	.00	517	46.33-	109
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	66.93-	0	0	922.12-	0	.00	0	922.12	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	43	273.11	635	387	358.79-	93-	.00	517	875.79	69-
51-00	OFFICE SUPPLIES	41	.00	0	369	251.58	68	.00	500	248.42	50
51 **	OFFICE SUPPLIES	41	.00	0	369	251.58	68	.00	500	248.42	50
52-00	OPERATING SUPPLIES	1073	295.46	28	9506	10256.20	108	3831.99	12729	1359.19-	111
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2602	1579.92	61	24390	14973.49	61	.00	32198	17224.51	47
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	3675	1875.38	51	33896	25229.69	74	3831.99	44927	15865.32	65
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	558	916.00	164	.00	750	166.00-	122
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	558	916.00	164	.00	750	166.00-	122
55-00	TRAINING	729	1250.00	172	6561	2387.00	36	.00	8750	6363.00	27
55 **	TRAINING	729	1250.00	172	6561	2387.00	36	.00	8750	6363.00	27
56-15	IT-RELATED OPERATING EXP	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	406	.00	0	812	2030.20	250	.00	2031	.80	100
61 **	LAND	406	.00	0	812	2030.20	250	.00	2031	.80	100
63-00	INFRASTRUCTURE	85678	11624.43	14	652434	682231.53	105	248721.49	909456	21497.02-	102
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	4657	.00	0	37256	51221.96	138	.00	51222	.04	100
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	18294	2660.00	15	146348	139133.48	95	62084.52	201219	1.00	100
63 **	INFRASTRUCTURE	108629	14284.43	13	836038	872586.97	104	310806.01	1161897	21495.98-	102
64-00	MACHINERY & EQUIPMENT	93926	.00	0	183514	134870.00	74	290184.10	465292	40237.90	91
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	93926	.00	0	183514	134870.00	74	290184.10	465292	40237.90	91
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	213	.00	0	1917	2062.07	108	498.51	2561	.42	100
71 **	PRINCIPAL	213	.00	0	1917	2062.07	108	498.51	2561	.42	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	3	.00	0	27	35.53	132	1.97	38	.50	99
72 **	DEBT SERVICE - INTEREST	3	.00	0	27	35.53	132	1.97	38	.50	99
91-01	TO GENERAL FUND (001)	0	.00	0	91600	91600.00	100	.00	91600	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	91600	91600.00	100	.00	91600	.00	100
94-01	TXFR TO GF OH ALLOC (001)	27344	27344.00	100	246096	246096.00	100	.00	328128	82032.00	75
94 **	INTERFUND TRANSFER	27344	27344.00	100	246096	246096.00	100	.00	328128	82032.00	75
FUND 423	TOTAL ********* STORMWATER UTILITY	334297	118162.19	35	2378733	2078220.49	87	752041.12	3381760	551498.39	84
GRAND	TOTAL *********	334297	118162.19	35	2378733	2078220.49	87	752041.12	3381760	551498.39	84

CITY COUNCIL AGENDA ITEM

Memo Date:	July 9, 2025
Agenda Date:	July 22, 2025
File ID:	2025-635
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Informational Item Only

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of June 30th, 2025. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

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

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2025 Change Orders - CM authorized to execute

Applied to Contingency | As of: Period 8

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
WS22IR/GR24IR	****Internal Recycle Pump**														
Op. Rev.		10,283,270	Expenses Before Contingency												
Project Manager:	John Perrin	607,984	*CMAR Contingency	2023-103											
Account #:	421-4120-536.63-00	689,954	*Owner Contingency	2024-004											
	424-4055-536.63-00	11,581,208	Total approved	2024-005											
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,448,145	11,581,208	-	-	11,581,208	-	$ 9,532,400	$ 5,468,559	$ 4,063,841	$ -
PO #:	**81414**				47027-1	**10,133,063**									
		-													

***This project is a guaranteed maximum price contract which means Contingency is included in the PO Amount.**

****This amount is inclusive of a grant portion that was carved out and assigned to Project# GR24IR persuant of resolution 24-055 which did not change any total costs for the project/PO**

GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		262,847	Exp authorized before contingency												
Project Manager:	Frank Mirabito	42,500	Contingency and other costs authorized	2022-025											
Account #:	303-3570-538.63-08	305,347	Total approved	2024-044											
	424-4055-536.63-08						Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Tiera Inc.**			FY2022-23	44454	218,163	294,442	262,847	-	-	31,595	$ 289,274	$ 120,165	$ 169,109	$ -
PO #:	**79493**			FY2024	44454-1	44,684									
		10,905		FY2025	44454-2	**22,000**									
				FY2025	44454-3	**9,595**									

GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		5,471,015	Exp authorized before contingency												
Project Manager:	Frank Mirabito	2,405,102	Contingency and other costs authorized	2024-043											
Account #:	303-3570-538.63-00/73	7,876,117	Total approved	2024-090											
	423-3570-538.63-00/73						Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
	424-4055-536.63-00/73			FY2024	47365	5,471,015	7,871,784	-	-	7,424,780	447,004	$ 6,578,968	$ 2,512,903	$ 4,066,065	$ -
Vendor:	**Cathcart Construction Co.**				47365-1	**1,953,765**									
PO #:	**81782**				47365-2	**367,090**									
		4,333			47365-3	**79,914**									

WS24LC	**Osage/ Angelica Improvements**														
Op. Rev.		3,717,385	Exp authorized before contingency	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,089,124	Total approved	2023-054											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47958	3,717,385	3,717,385	-	-	3,717,385	-	$ 853,254	$ 376,035	$ 477,219	$ -
PO #:	**82211**														
		371,739													

WS24WP	**Friday Road Improvements**														
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Total approved	2023-054											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47960	4,012,407	4,012,407	-	-	4,012,407	-	$ 1,618,643	$ 306,498	$ 1,312,145	$ -
PO #:	**82212**														
		401,241													

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	Cumulative Expenditures	FY2025 Expenditures	FY2024 Expenditures	FY2023 Expenditures
CA2502	**Bracco Pond Stormwater Improvements**														
Op. Rev.		116,020	Exp authorized before contingency												
Project Manager:	Frank Mirabito	11,400	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	127,420	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Atlantic Development of Cocoa**			FY2025	49339	116,020	116,020	-	-	-	116,020	$ 116,020	$ 116,020	$ -	$ -
PO #:	**83333**				0										
		11,400													
CA2502	**Cidco Road Stormwater Improvements**														
Op. Rev.		38,310	Exp authorized before contingency												
Project Manager:	Frank Mirabito	3,600	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	41,910	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Atlantic Development of Cocoa**			FY2025	49349	38,310	38,310	-	-	-	38,310	$ 38,310	$ 38,310	$ -	$ -
PO #:	**83343**														
		3,600													
CA2502	**IRD & Carmalt Stormwater Improvements**														
Op. Rev.		50,315	Exp authorized before contingency												
Project Manager:	Frank Mirabito	5,000	Contingency and other costs authorized												
Account #:	423-3570-538.63-00	55,315	Total approved	2024-109											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Atlantic Development of Cocoa**			FY2025	49348	50,315	50,315	-	-	-	50,315	$ 50,315	$ 50,315	$ -	$ -
PO #:	**83396**				0										
		5,000													
PW25RR	**Range Road Paving**														
Op. Rev.		661,763	Exp authorized before contingency												
Project Manager:	Abigail Morgan	50,000	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	711,763	Total approved	2024-110			Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Fausnight Stripe & Line Inc**			FY2025	49343	27,290	27,290	-	-	-	27,290	$ 26,670	$ 26,670	$ -	$ -
PO #:	**83334**														
		2,063													
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Asphalt Paving Systems, Inc.**			FY2025	49341	267,908	267,908	-	-	-	267,908	$ 356,676	$ 356,676	$ -	$ -
PO #:	**83341**				0										
		20,242					Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Goodson Paving Inc**			FY2025	49342	366,564	366,564	-	-	-	366,564	$ 231,882	$ 231,882	$ -	$ -
PO #:	**83342**				0										
		27,695													
WS25OC	**Vapex Odor System Project**														
Op. Rev.		147,375	Exp authorized before contingency												
Project Manager:	Frank Palmieri	7,625	Contingency and other costs authorized												
Account #:	424-4120-536.64-00	155,000	Total approved	2025-011											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**VAPEX Environmental Technologies**			FY2025	49632	147,375	147,375	-	-	-	147,375	$ 147,375	$ 147,375	$ -	$ -
PO #:	**83561**				0										
		7,625													
WS25CU	**Cocoa Water Plant Road Culvert Replacement**														
Op. Rev.		115,244	Exp authorized before contingency												
Project Manager:	James Mitchell	28,811	Contingency and other costs authorized												
Account #:	421-4020-536.63-00	144,055	Total approved	2025-0											
							Cumulative Req. Balances	FY 22	FY 23	FY 24	FY 25	Cumulative Expenditures	FY 25	FY 24	FY 23
Vendor:	**Atlantic Development of Cocoa**			FY2025	49859	73,044	-	-	-	-	-	$ 48,840	$ 48,840	$ -	$ -
PO #:	**83722**														
		28,811													

CITY COUNCIL AGENDA ITEM

Memo Date:	July 9, 2025
Agenda Date:	July 22, 2025
File ID:	2025-636
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Informational Item Only

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2025 thru June 30th, 2025.

Section 5. - Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes set forth in the budget.

(b) At any time during the fiscal year the city council may by resolution transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/12/2024	001-0000-331.20-29	$416	ENC/BUDADJ PO ROLL	399
	001-0000-334.50-55	$60,781		
	001-0000-334.70-11	$134,764		
	001-0000-389.99-50	$4,213,584		
11/19/2024	001-0000-389.90-00	$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	
11/20/2024	001-0000-331.20-31	$13,263	FY25 BPV GRANT RESOLUTION# 2024-104	
	001-0000-389.99-50	($13,263)		
11/30/2024	001-0000-381.91-10	($800)	13) CRA POLICE DETAIL OCT-NOV CLEANUP	
	001-0000-389.90-00	$800		
12/10/2024	001-0000-334.50-55	$54	CAPITAL ROLL RESOLUTION# 2024-112	
	001-0000-369.90-04	$5,000		
	001-0000-389.99-50	$2,758,520		
	001-0000-384.00-00	$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	
01/14/2025	001-0000-389.99-50	$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	
01/21/2025	001-0000-331.20-32	$15,653	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	
01/28/2025	001-0000-389.99-50	$186,822	BOA LEASE DEBTSERVICE PMT	
	001-0000-384.00-00	($2,150,698)	UNDO FY25 BUDGET ESTIMATED DEBT FINANCING	
	001-0000-384.00-00	($309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/28/2025	001-0000-389.90-00	($1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	399
	001-0000-389.99-50	($380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
01/30/2025	001-0000-389.99-50	$32,123	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	
	001-0000-389.99-50	$241,013	MILTON REIMBURSABLE RESOLUTION# 2025-005	
01/31/2025	001-0000-384.00-00	$2,495,000	2024 BOA LEASE BUDGET	
02/27/2025	001-0000-334.50-55	$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	
	001-0000-389.99-50	$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012	
03/18/2025	001-0000-381.91-14	$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	
	001-0000-389.99-50	($13,934)		
	001-0000-334.70-11	$5,830	BUDGET ROLL (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	$5,830	BUDGET ROLL (50% MATCH) RESOLUTION# 2025-017	
	001-0000-334.70-11	($8,150)	RETAINAGE (GRANT PORTION) RESOLUTION# 2025-017	
	001-0000-389.99-50	($8,150)	RETAINAGE (50% MATCH AMT) RESOLUTION# 2025-017	
	001-0000-334.70-11	$2,102	ROLL PO#80938 (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	$2,102	ROLL PO#80938 (50% MATCH) RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/18/2025			2025-017	399
	001-0000-334.70-11	$65,280	ROLL PO#82428 (GRANT AMT) RESOLUTION# 2025-017	
	001-0000-389.99-50	$65,280	ROLL PO#82428 (50% MATCH) RESOLUTION# 2025-017	
	001-0000-334.70-11	($134,764)	UNDO YE ROLL RESOLUTION# 2025-017	
03/21/2025	001-0000-389.99-50	$840,000	ASSIGN FY22 CONTIGENCY RESOLUTION# 2024-116	
	001-0000-389.99-50	($964,057)	UNDO YE ROLL RESOLUTION# 2024-116	
	001-0000-389.99-50	($475,735)	UNDO YE ROLL RESOLUTION# 2025-016	
04/22/2025	001-0000-366.00-00	$11,004	ALLEGRA DONATION .59 ACRE RESOLUTION# 2025-023	
	001-0000-366.00-00	$203,296	ALLEGRA DONATION 10.9ACRE RESOLUTION# 2025-023	
04/24/2025	001-0000-389.99-50	$500,000	AFB - ANNUAL PAVING RESOLUTION# 2025-025	
05/13/2025	001-0000-381.91-23	$91,600	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	
	001-0000-389.99-50	$127,423		
05/30/2025	001-0000-389.99-50	$10,374	DR4773 PW7205 DEOBLIGATE RESOLUTION# 2025-033	
17	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$8,186,097**
17	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$8,186,097**
11/12/2024	104-0000-389.99-50	$53,880	ENC/BUDADJ PO ROLL	399

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/18/2025	104-0000-389.99-10	$24,154	CHDO CARRYFORWARD RESOLUTION# 2025-017	399
	104-0000-389.99-10	$1,707	FY24 ADMIN CARRYFORWARD RESOLUTION# 2025-017	
	104-0000-389.99-50	($53,880)	UNDO YE ROLL RESOLUTION# 2025-017	
	104-0000-389.99-10	$154,800	1ST TIME HB CARRYFORWARD RESOLUTION# 2025-017	
03/21/2025	104-0000-331.54-00	($12,789)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$167,872**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$167,872**
11/12/2024	105-0000-389.99-10	$3,575	ENC/BUDADJ PO ROLL	399
03/18/2025	105-0000-389.99-10	$3,634	FY23 INTEREST CARRYFORWRD RESOLUTION# 2025-017	
	105-0000-389.99-10	$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	
	105-0000-389.99-10	$228,460	FY24 BUDGET TO ROLL RESOLUTION# 2025-017	
	105-0000-389.99-10	$1,658	FY24 CR - 1510 N KENTUCKY RESOLUTION# 2025-017	
	105-0000-389.99-10	$101	FY24 HHRP RESOLUTION# 2025-017	
	105-0000-389.99-10	$7,203	FY24 INTEREST CARRYFORWRD RESOLUTION# 2025-017	
2	**Total Budget**	**Total Budget**	**Division 0000 Total**	**$313,512**

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SHIP/HOUSING ASSISTANCE**	**$313,512**
11/12/2024	107-0000-389.99-50	$17,616	ENC/BUDADJ PO ROLL	399
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$17,616**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$17,616**
11/12/2024	110-0000-389.99-50	$76,779	ENC/BUDADJ PO ROLL	399
12/10/2024	110-0000-389.99-50	$932,242	CAPITAL ROLL RESOLUTION# 2024-112	
01/06/2025	110-0000-338.00-00	($89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	
02/05/2025	110-0000-389.99-50	$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$924,702**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$924,702**
11/12/2024	111-0000-389.99-50	$52,991	ENC/BUDADJ PO ROLL	399
12/10/2024	111-0000-389.99-50	$183,323	CAPITAL ROLL RESOLUTION# 2024-112	
01/27/2025	111-0000-338.00-00	($45,528)	COUNTY DSCRA TIF REVENUE RES.# DSCRA 2025-046	
	111-0000-389.99-50	$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	
	111-0000-338.00-00	($2,207)	D4 DSCRA TIF REVENUE RES.# DSCRA	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/27/2025			2025-046	399
03/01/2025	111-0000-389.99-50	$10,000	ANR PRGRM AWARD INCREASE RES# DSCRA-2025-047	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$231,079**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$231,079**
11/12/2024	130-0000-331.90-02	$279,022	ENC/BUDADJ PO ROLL	399
12/12/2024	130-0000-331.90-02	$121,204	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	
03/18/2025	130-0000-361.10-00	$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$414,160**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**AMERICAN RESCUE PLAN FUND**	**$414,160**
02/11/2025	142-0000-389.99-50	$10,000	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
03/27/2025	142-0000-389.99-50	$10,000	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	
	142-0000-389.99-50	($10,000)	STATE FORFITURE FUNDS REVERSE GROUP# 2025-02164	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$10,000**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**POLICE SPECIAL EDUCATION**	**$10,000**

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/14/2024	143-0000-389.99-50	$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$6,825**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$6,825**
01/28/2025	201-0000-381.91-01	$186,822	BOA LEASE DEBTSERVICE PMT	1775
	201-0000-381.91-01	($380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**($193,178)**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**DEBT SERVICE FUND**	**($193,178)**
11/12/2024	303-0000-331.90-01	$1,772,649	ENC/BUDADJ PO ROLL	399
	303-0000-389.99-50	($152,319)	RETAINAGE RES. #24-103	
12/10/2024	303-0000-331.90-01	$333,401	CAPITAL ROLL RESOLUTION# 2024-112	
03/21/2025	303-0000-389.99-50	$343,177	FIX NON GRANT FISKE ROLL RESOLUTION# 2025-014	
	303-0000-331.90-01	$1,937,668	REMAINING CONSTRUCTION RESOLUTION# 2025-014	
	303-0000-331.90-01	$70,758	SDC REIMBURSABLE RESOLUTION# 2025-014	
	303-0000-331.90-01	$15,395	SDC REIMBURSABLE REVISIT* RESOLUTION# 2025-014	
	303-0000-331.90-01	($333,401)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	
	303-0000-331.90-01	($1,772,649)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/21/2025			2025-014	399
	303-0000-389.99-50	$152,319	UNDO RETAINAGE RESOLUTION# 2025-014	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$2,366,998**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FISKE BV CMPLT STRTSCAPE**	**$2,366,998**
11/12/2024	304-0000-337.30-21	$133,724	ENC/BUDADJ PO ROLL	399
12/10/2024	304-0000-337.30-21	$2,020	CAPITAL ROLL RESOLUTION# 2024-112	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$135,744**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**T DOCKS / BREAKWATER**	**$135,744**
11/12/2024	421-0000-389.99-50	$3,144,828	ENC/BUDADJ PO ROLL	399
12/10/2024	421-0000-389.99-50	$277,106	CAPITAL ROLL RESOLUTION# 2024-112	
01/30/2025	421-0000-389.99-50	$81,536	MILTON REIMBURSABLE RESOLUTION# 2025-005	
03/18/2025	421-0000-389.99-50	$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	
04/22/2025	421-0000-389.99-50	$102,776	BRANDES BUDG 4 OTHER OBLG RESOLUTION# 2025-026	
	421-0000-389.99-50	$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	
	421-0000-389.99-50	($630,889)	BRANDES STTLD PROJ CLOSED RESOLUTION# 2025-026	
	421-0000-369.90-06	$675,000	BRANDES STTLMNT CA-030750 RESOLUTION#	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/22/2025	421-0000-389.99-50	($675,000)	2025-026	399
05/13/2025	421-0000-369.90-06	$1,000,000	BRANDES STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	($1,000,000)		
	421-0000-369.90-06	$1,000,000	CYPRESS STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	($1,000,000)		
	421-0000-389.99-50	($45,243)	PO#71959 LIQUIDATION RESOLUTION# 2025-029	
	421-0000-369.90-06	$450,000	WESTFLD STTLMNT CA-033989 RESOLUTION# 2025-029	
	421-0000-389.99-50	($450,000)		
06/10/2025	421-0000-381.91-24	$53,436	COURTENAY PKWY DESIGN RESOLUTION# 2025-034	
7	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$3,521,018**
7	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$3,521,018**
03/18/2025	422-0000-324.02-01	($8,535)	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
	422-0000-324.02-11	($820)		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**($9,355)**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER IMPACT FEE**	**($9,355)**
11/12/2024	423-0000-338.10-05	$51,222	ENC/BUDADJ PO ROLL	399
	423-0000-389.99-50	$623,948		
	423-0000-389.99-50	($15,337)	RETAINAGE RES. #24-103	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/21/2025	423-0000-389.99-50	$201,219	REMAINING CONSTRUCTION RESOLUTION# 2025-014	399
	423-0000-389.99-50	($214,165)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	
	423-0000-389.99-50	$12,947	UNDO RETAINAGE RESOLUTION# 2025-014	
05/13/2025	423-0000-389.99-50	$91,600	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	
	423-0000-366.00-00	$500	WALMART LAND DONATION RESOLUTION# 2025-027	
06/10/2025	423-0000-389.99-50	$330,422	REPLACEMENT SLOPE MOWER RESOLUTION# 2025-036	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,082,356**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$1,082,356**
11/12/2024	424-0000-334.35-01	$2,615,124	ENC/BUDADJ PO ROLL	399
	424-0000-389.99-50	$12,711,882		
	424-0000-389.99-50	($429,470)	RETAINAGE RES. #24-103	
12/10/2024	424-0000-389.99-50	$19,337,776	CAPITAL ROLL RESOLUTION# 2024-112	
	424-0000-381.91-21	$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	
01/28/2025	424-0000-331.35-02	$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	
	424-0000-334.35-02	$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
03/18/2025	424-0000-381.91-25	$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	399
	424-0000-389.99-50	($374,000)		
03/21/2025	424-0000-389.99-50	$444,671	REMAINING CONSTRUCTION RESOLUTION# 2025-014	
	424-0000-389.99-50	$15,395	SDC REIMBURSABLE RESOLUTION# 2025-014	
	424-0000-389.99-50	($1,785)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	
	424-0000-389.99-50	($481,427)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	
	424-0000-389.99-50	$23,146	UNDO RETAINAGE RESOLUTION# 2025-014	
04/22/2025	424-0000-381.91-21	$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	
05/13/2025	424-0000-389.99-50	($49,446)	PO#79678 LIQUIDATION RESOLUTION# 2025-029	
	424-0000-389.99-50	($587,306)	UNENCUMBERED PROJECT BAL. RESOLUTION# 2025-029	
7	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$35,487,933**
7	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$35,487,933**
03/18/2025	425-0000-389.99-50	$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	2610
	425-0000-381.91-21	$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	
	425-0000-381.91-42	($9,355)		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$374,000**

FY 2025 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**W/S RESTRICTED ASSETS**	**$374,000**
10/08/2024	427-0000-389.84-00	$4,243,270	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
11/12/2024	427-0000-389.84-00	$80,073	ENC/BUDADJ PO ROLL	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$4,323,343**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**TCR/SJR PROJECT**	**$4,323,343**
11/12/2024	520-0000-389.99-10	$12,043	ENC/BUDADJ PO ROLL	399
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$12,043**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WORKERS COMPENSATION FUND**	**$12,043**

53 Transfers & Amendments Between Oct 1, 2024 and Jun 30, 2025

FY 2025 Total Transfer & Amendments $57,372,765

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Revenue Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 07/14/2025

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	11/12/2024	001-1000-511.40-00	$105	ENC/BUDADJ	399
		001-1000-511.48-00	$1,000		
	11/30/2024	001-1000-511.48-00	($500)	14) COUNCIL EVENT TABLES OCT-NOV CLEANUP	876
		001-1000-511.54-00	$500		
2	**Total Budget Amendments/Transfers**		**Division 1000 Total**	**$1,105**	
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	02/01/2025	001-1100-512.48-00	($35)	RECLASS POLO TO UNIFORMS JANUARY CLEANUP	2165
		001-1100-512.52-02	$35		
1	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**$0**	
1104 - PLANNING					
1104 - PLANNING	11/12/2024	001-1104-515.34-00	$95,973	ENC/BUDADJ	399
	02/28/2025	001-1104-515.56-15	$660	BLUEBEAM REVU SOFTWARE FEBRUARY CLEANUP	2397
		001-1104-515.42-00	($660)		
2	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$95,973**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/12/2024	001-1203-516.46-00	$10,770	ENC/BUDADJ	399
		001-1203-516.56-15	$8,380		
		001-1203-516.52-00	$20,568		
		001-1203-516.41-00	$546		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	12/10/2024	001-1203-516.63-00	$13,377	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1203-516.64-15	$20,287		
	02/01/2025	001-1203-516.56-15	($15,380)	GENERAL IT BUDGET MAINT. JANUARY CLEANUP	2165
		001-1203-516.41-00	$7,000		
		001-1203-516.64-15	$8,380		
	02/28/2025	001-1203-516.63-00	$0	FIBER RING PROJECT FEBRUARY CLEANUP	2397
	04/01/2025	001-1203-516.63-00	($45,000)	4)TECH MEMBERSHIP RENEWAL MARCH CLEANUP	3136
		001-1203-516.54-00	$45,000		
	04/30/2025	001-1203-516.64-00	$24,483	13) BLUE-ALLY RECLASS APRIL CLEANUP	3409
		001-1203-516.52-00	($24,483)		
6	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$73,928**	
1500 - FINANCE GENERAL ACCOUNTNG					
1500 - FINANCE GENERAL ACCOUNTNG	11/30/2024	001-1500-513.12-00	($1,000)	11) ACFR SOFTWARE COSTS OCT-NOV CLEANUP	876
		001-1500-513.56-15	$1,000		
	12/10/2024	001-1500-513.55-00	$420	CAPITAL ROLL RESOLUTION# 2024-112	1017
2	**Total Budget Amendments/Transfers**		**Division 1500 Total**	**$420**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.55-02	$9,497	ENC/BUDADJ	399
		001-1600-513.49-00	$50,218		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	11/12/2024	001-1600-513.32-00	$60,800	ENC/BUDADJ	399
		001-1600-513.31-00	$69,063		
		001-1600-513.34-00	$12,218		
	12/10/2024	001-1600-513.55-00	$900	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-1600-513.39-02	$964,057		
		001-1600-513.39-01	$475,735		
	01/28/2025	001-1600-581.91-20	$186,822	BOA LEASE DEBTSERVICE PMT	1777
		001-1600-513.64-00	($39,495)	UNDO FY25 BUDGET CH POOLED VEHICLE	1774
		001-1600-581.91-20	($380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
	01/31/2025	001-1600-513.64-00	$40,656	2024 BOA LEASE BUDGET CH POOLED VEHICLE	1776
		001-1600-513.73-00	$30,214	2024 BOA LEASE BUDGET DEBT SERVICE COSTS	1776
	03/18/2025	001-1600-513.39-00	$15,558	MATCH SOLID WASTE PMT SEE 3-18 CLERK'S JOURNAL	2599
	03/21/2025	001-1600-517.72-72	$1,426	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-1600-517.71-72	$22,831		
		001-1600-513.39-02	$240,000	MUSEUM CAPITAL RESOLUTION# 2024-116	2608
		001-1600-513.39-02	$300,000	POLICE & FIRE CADETS RESOLUTION# 2024-116	2608
		001-1600-513.39-02	$300,000	POLICE & FIRE RECRUITMENT RESOLUTION# 2024-116	2608

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	03/21/2025	001-1600-513.39-02	($964,057)	UNDO YE ROLL RESOLUTION# 2024-116	2608
		001-1600-513.39-01	($475,735)	UNDO YE ROLL RESOLUTION# 2025-016	2607
6	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$920,708**	
1601 - EMERGENCY/DISASTER SVS					
1601 - EMERGENCY/DISASTER SVS	01/30/2025	001-1601-525.12-00	$184,714	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		001-1601-525.23-04	$5,987		
		001-1601-525.23-00	$81		
		001-1601-525.22-03	$67		
		001-1601-525.49-00	$19,604		
		001-1601-525.22-01	$6,526		
		001-1601-525.46-02	$8,279		
		001-1601-525.21-00	$13,499		
		001-1601-525.23-08	$39		
		001-1601-525.23-09	$85		
		001-1601-525.22-00	$1,576		
		001-1601-525.24-00	$336		
		001-1601-525.23-07	$220		
	05/30/2025	001-1601-525.49-00	$10,374	DR4773 PW7205 DEOBLIGATE RESOLUTION# 2025-033	3738
2	**Total Budget Amendments/Transfers**		**Division 1601 Total**	**$251,387**	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	06/01/2025	001-1801-513.47-00	$813	3)COVER ACCOUNT SHORTFALL MAY CLEANUP	3962
		001-1801-513.48-00	($813)		
1	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$0**	
1805 - CITY CLERK					
1805 - CITY CLERK	11/30/2024	001-1805-513.52-00	($288)	7) NEXT REQUEST SOFTWARE OCT-NOV CLEANUP	876
		001-1805-513.56-15	$288		
	02/01/2025	001-1805-513.12-12	$676	COVER ACCRUAL PAYOUT JANUARY CLEANUP	2165
		001-1805-513.14-00	($676)		
2	**Total Budget Amendments/Transfers**		**Division 1805 Total**	**$0**	
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	01/14/2025	001-1905-559.83-11	$22,500	COCOA UPSTART PROGRAM RESOLUTION# 2025-002	1594
	02/27/2025	001-1905-559.31-00	$200,000	ECON INCENTIVE BRIGHTLINE RESOLUTION# 2025-012	2210
2	**Total Budget Amendments/Transfers**		**Division 1905 Total**	**$222,500**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	01/03/2025	001-1906-513.23-04	($300)	DECEMBER CLEANUP 6) VERIZON PO# 83088	1525
1	**Total Budget**		**Division 1906 Total**	**($300)**	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	01/03/2025	001-1990-574.41-00	$300	DECEMBER CLEANUP 6) VERIZON PO# 83088	1525
1	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**$300**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	001-2100-521.56-15	$11,250	ENC/BUDADJ	399
		001-2100-521.46-02	$20,125		
		001-2100-521.64-00	$117,383		
		001-2100-521.52-38	$416		
	11/20/2024	001-2100-521.52-40	$26,526	FY25 BPV GRANT RESOLUTION# 2024-104	665
		001-2100-521.52-00	($26,526)		
	11/30/2024	001-2100-521.40-00	($3,800)	1) CODC CLASS OCT-NOV CLEANUP	876
		001-2100-521.55-00	$3,800		
		001-2100-521.14-00	$0	13) CRA POLICE DETAIL OCT-NOV CLEANUP	876
		001-2100-521.41-00	$0	4) COMMAND POST AIR CARDS OCT-NOV CLEANUP	876
	12/10/2024	001-2100-521.64-00	$13,653	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-2100-521.14-00	$5,000		
	01/03/2025	001-2100-521.56-15	$0	DECEMBER CLEANUP 3) FLOCK PROJECT PO#83242	1525
		001-2100-521.46-03	($2,020)	DECEMBER CLEANUP 7) PD VEHICLE	1525

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	01/03/2025	001-2100-521.49-00	$2,020	REPAIRS	1525
	01/14/2025	001-2100-521.64-00	($60,958)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/21/2025	001-2100-521.14-00	$14,000	ACCEPT FY25 JAG GRANT RESOLUTION# 2025-003	1592
		001-2100-521.48-01	$1,653		
	01/28/2025	001-2100-521.64-00	($65,000)	UNDO FY25 BUDGET ESTIMATE PD REPLACEMENT VEHICLE	1774
		001-2100-521.64-00	($192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1774
		001-2100-521.64-00	($405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1774
	01/31/2025	001-2100-521.64-00	$62,070	2024 BOA LEASE BUDGET PD REPLACEMENT VEHICLE	1776
	02/04/2025	001-2100-521.64-00	$598,203	CORR BAF25-023A DIV CODE	1822
	04/01/2025	001-2100-521.46-02	$13,665	9) PARKING LOT&EV STATION MARCH CLEANUP	3136
		001-2100-521.46-03	($32,393)	9) PARKING, EV, LOCKERS MARCH CLEANUP	3136
		001-2100-521.46-02	$18,728	9) PD LOCKER ROOM REHAB MARCH CLEANUP	3136
	04/30/2025	001-2100-521.46-03	($24,935)	10) REPLACE K-9 VEHICLE APRIL CLEANUP	3409
		001-2100-521.64-00	$47,015		
		001-2100-521.52-30	($22,080)		
	05/13/2025	001-2100-521.46-03	($149)	POLICE LOCKERROOM PROJECT SEE 5-13 CLERK'S JOURNAL	3521
		001-2100-521.46-02	($31,126)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	05/13/2025	001-2100-521.62-00	$31,275	POLICE LOCKERROOM PROJECT SEE 5-13 CLERK'S JOURNAL	3521
13	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$119,592**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/12/2024	001-2101-521.56-15	$57,600	ENC/BUDADJ	399
	01/03/2025	001-2101-521.13-00	$75,000	DECEMBER CLEANUP 1) COVER OTHER PD WAGES	1525
		001-2101-521.12-00	($75,000)		
		001-2101-521.12-12	$23,836	DECEMBER CLEANUP 1) PD INTENT TO RETIRE	1525
		001-2101-521.23-04	($23,836)		
	01/31/2025	001-2101-521.64-00	$192,667	2024 BOA LEASE BUDGET PD 29 PORTABLE RADIOS	1776
		001-2101-521.64-00	$405,615	2024 BOA LEASE BUDGET PD 50 MOBILE RADIOS	1776
	02/04/2025	001-2101-521.64-00	($192,652)	UNDO FY25 BUDGET ESTIMATE PD 29 PORTABLE RADIOS	1822
		001-2101-521.64-00	($405,551)	UNDO FY25 BUDGET ESTIMATE PD 50 MOBILE RADIOS	1822
	04/01/2025	001-2101-521.12-12	$2,878	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		001-2101-521.12-00	($2,878)		
		001-2101-521.12-06	$399	8) COVER CONTRACT WAGES MARCH CLEANUP	3136
		001-2101-521.12-00	($399)		
5	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**$57,679**	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	11/30/2024	001-2132-524.49-00	($1,440)	12) CODE ENFORCE AIRCARDS OCT-NOV CLEANUP	876
		001-2132-524.41-00	$1,440		
1	**Total Budget Amendments/Transfers**		**Division 2132 Total**	**$0**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	11/12/2024	001-2200-522.52-02	$2,500	ENC/BUDADJ	399
1	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$2,500**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/12/2024	001-2201-522.52-05	$4,786	ENC/BUDADJ	399
		001-2201-522.64-00	$1,500,000		
		001-2201-522.46-00	$9,816		
		001-2201-522.34-00	$16,000		
		001-2201-522.52-02	$27,085		
	11/19/2024	001-2201-522.64-00	$1,199,955	TEMP AFB PUMPER TRUCK RESOLUTION# 2024-105	664
	11/30/2024	001-2201-522.41-00	$295	6) COMMUNICATIONS OCT-NOV CLEANUP	876
		001-2201-522.52-02	($295)		
	12/10/2024	001-2201-522.64-15	$309,793	FIRE COMMUNICATIONS-DEBT RESOLUTION# 2024-113	1022
	01/28/2025	001-2201-522.64-15	($309,793)	UNDO FY25 BUDGET ESTIMATE FIRE COMMUNICATIONS	1778

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	01/28/2025	001-2201-522.64-00	($1,120,000)	UNDO FY25 BUDGET ESTIMATE FIRE ENGINE	1774
		001-2201-522.64-00	($1,199,955)	UNDO FY25 BUDGET ESTIMATE TEMP AFB FIRE ENGINE	1778
	01/31/2025	001-2201-522.64-15	$309,793	2024 BOA LEASE BUDGET FIRE COMMUNICATIONS	1776
		001-2201-522.64-00	$1,119,995	2024 BOA LEASE BUDGET FIRE ENGINE	1776
	02/28/2025	001-2201-522.41-00	$200	COMMUNICATIONS SHORTAGE FEBRUARY CLEANUP	2397
		001-2201-522.52-02	($200)		
		001-2201-522.12-12	$6,141	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		001-2201-522.12-00	($6,141)		
		001-2201-522.20-00	$717	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-2201-522.12-00	($717)		
		001-2201-522.52-02	($18,750)	FIRE ALERTING SYSTEM FEBRUARY CLEANUP	2397
		001-2201-522.64-15	$18,750		
	04/01/2025	001-2201-522.52-02	($500)	1) COVER CHARGES UNTIL YE MARCH CLEANUP	3136
		001-2201-522.49-00	$500		
		001-2201-522.12-00	($12,858)	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		001-2201-522.12-12	$12,858		
	04/30/2025	001-2201-522.52-02	($1,134)	6) COVER ACCT THRU END FY APRIL CLEANUP	3409
		001-2201-522.47-00	$1,134		
	06/10/2025	001-2201-522.15-00	$168,029	COVER FIRE OVERTIME RESOLUTION# 2025-035	3917
		001-2201-522.12-00	($370,029)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	06/10/2025	001-2201-522.14-00	$287,717	COVER FIRE OVERTIME RESOLUTION# 2025-035	3917
		001-2201-522.23-04	($85,717)		
10	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,867,475**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	11/12/2024	001-3200-515.34-00	$11,210	ENC/BUDADJ	399
		001-3200-515.31-16	$4,204		
		001-3200-515.31-17	$60,781		
		001-3200-515.46-04	$130,560		
	12/10/2024	001-3200-515.61-00	$241,379	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3200-515.31-17	$54		
	02/27/2025	001-3200-515.31-17	$11,300	AMENDMENT#1 FDEP GRANT RESOLUTION# 2025-008	2213
	03/18/2025	001-3200-515.46-04	($16,300)	RETAINAGE RESOLUTION# 2025-017	2598
		001-3200-515.31-16	$4,204	ROLL PO#80938 RESOLUTION# 2025-017	2598
		001-3200-515.46-04	$130,560	ROLL PO#82428 RESOLUTION# 2025-017	2598
		001-3200-515.31-16	($4,204)	UNDO YE ROLL RESOLUTION# 2025-017	2598
		001-3200-515.46-04	($130,560)		
		001-3200-515.46-04	$11,660	UNENCUMBERED BUDGET ROLL RESOLUTION# 2025-017	2598
	04/30/2025	001-3200-515.42-00	$60	7) COVER POSTAGE APRIL CLEANUP	3409
		001-3200-515.46-03	($60)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
5	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$454,848**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	11/30/2024	001-3500-519.41-00	$1,000	10) VERIZON BILL OCT-NOV CLEANUP	876
	01/03/2025	001-3500-519.56-15	$3,000	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
2	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**$4,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	11/12/2024	001-3510-541.31-00	$40,120	ENC/BUDADJ	399
		001-3510-541.34-00	$6,418		
		001-3510-541.63-00	$11,363		
		001-3510-541.46-00	$74,998		
	11/30/2024	001-3510-541.41-00	($1,000)	10) VERIZON BILL OCT-NOV CLEANUP	876
	12/10/2024	001-3510-541.63-00	$0	RANGE ROAD PAVING	1020
	01/03/2025	001-3510-541.46-00	($3,000)	DECEMBER CLEANUP 9) IWORQ SOFTWARE	1525
	01/14/2025	001-3510-541.63-00	$107,331	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3510-541.64-00	($126,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT FLATBED	1774
	01/31/2025	001-3510-541.64-00	$132,885	2024 BOA LEASE BUDGET PW REPLACEMENT FLATBED	1776
	04/01/2025	001-3510-541.46-00	($1,000)	5) COMMS ACCT. SHORTFALL MARCH CLEANUP	3136

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	04/01/2025	001-3510-541.41-00	$1,000	5) COMMS ACCT. SHORTFALL MARCH CLEANUP	3136
	04/24/2025	001-3510-541.63-00	$500,000	AFB - ANNUAL PAVING RESOLUTION# 2025-025	3170
	04/30/2025	001-3510-541.64-00	$10,000	11) STRIPER REPLACEMENT APRIL CLEANUP	3409
		001-3510-541.46-00	($10,000)		
10	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$743,115**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	11/12/2024	001-3520-572.64-00	$46,373	ENC/BUDADJ	399
		001-3520-572.63-07	$1,512,525		
	11/30/2024	001-3520-572.46-00	($10,000)	5) MOWING CONTRACTS OCT-NOV CLEANUP	876
		001-3520-572.34-09	$10,000		
		001-3520-572.63-07	$15,000	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3520-572.63-00	($15,000)		
	12/10/2024	001-3520-572.63-07	$348,201	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3520-572.46-03	$7,209		
	01/14/2025	001-3520-572.64-00	($46,373)	REPLENISH ANNUAL PAVING CLERK'S JOURNAL 1.14.25	1593
	01/28/2025	001-3520-572.64-00	($15,000)	UNDO FY25 BUDGET ESTIMATE PW BEATIFICATION MOWER	1774
		001-3520-572.64-00	($72,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT GRAPPLE	1774
		001-3520-572.64-00	($67,000)	UNDO FY25 BUDGET ESTIMATE PW	1774

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	01/28/2025			REPLACEMENT VEH#117	
		001-3520-572.64-00	($48,000)	UNDO FY25 BUDGET ESTIMATE PW REPLACEMENT VEH#136	1774
	01/30/2025	001-3520-572.34-00	$211	EMERGENCY NONREIMBURSABLE RESOLUTION# 2025-005	1758
		001-3520-572.46-00	$25,372		
		001-3520-572.31-03	$6,540		
	01/31/2025	001-3520-572.64-00	$78,737	2024 BOA LEASE BUDGET PW REPLACEMENT GRAPPLE	1776
		001-3520-572.64-00	$57,403	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#117	1776
		001-3520-572.64-00	$64,965	2024 BOA LEASE BUDGET PW REPLACEMENT VEH#136	1776
	02/01/2025	001-3520-572.64-00	$9,489	PW MOWER JANUARY CLEANUP	2165
	02/25/2025	001-3520-572.64-00	$0	CORRECT BAF25-022-T 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	$0	SHORE UP PW GRAPPLE 2/25/25 CLERK'S JOURNAL	2211
		001-3520-572.64-00	$0	SHORE UP 2 PW VEHICLES 2/25/25 CLERK'S JOURNAL	2211
	02/28/2025	001-3520-572.12-00	($605)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3520-572.20-00	$605		
		001-3520-572.46-00	$0	GIVE D4 PARK PROJ. BUDGET FEBRUARY CLEANUP	2397
		001-3520-572.34-00	$5,000	SOLID WASTE MANAGEMENT FEBRUARY CLEANUP	2397
		001-3520-572.46-00	($5,000)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	04/22/2025	001-3520-572.61-00	$11,004	ALLEGRA DONATION .59 ACRE RESOLUTION# 2025-023	3169
		001-3520-572.61-00	$203,296	ALLEGRA DONATION 10.9ACRE RESOLUTION# 2025-023	3169
	05/13/2025	001-3520-572.64-00	$219,023	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	3501
12	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$2,341,975**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	11/12/2024	001-3540-519.55-00	$2,471	ENC/BUDADJ	399
		001-3540-519.64-00	$173,227		
	12/10/2024	001-3540-519.56-15	$15,000	CAPITAL ROLL RESOLUTION# 2024-112	1017
	02/28/2025	001-3540-519.12-00	($275)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3540-519.20-00	$275		
3	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$190,698**	
3550 - SANITATION					
3550 - SANITATION	03/18/2025	001-3550-534.34-00	($15,558)	MATCH SOLID WASTE PMT SEE 3-18 CLERK'S JOURNAL	2599
1	**Total Budget Amendments/Transfers**		**Division 3550 Total**	**($15,558)**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.46-02	$8,802	ENC/BUDADJ	399

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	11/12/2024	001-3560-519.56-15	$14,772	ENC/BUDADJ	399
		001-3560-519.64-00	$152,754		
		001-3560-519.46-00	$28,551		
	11/30/2024	001-3560-519.46-00	($8,000)	9) PICKLE BALL LIGHTS GEN OCT-NOV CLEANUP	876
		001-3560-519.44-00	$8,000		
	12/10/2024	001-3560-519.64-00	$44,161	CAPITAL ROLL RESOLUTION# 2024-112	1017
	02/01/2025	001-3560-519.46-02	($9,489)	PW MOWER JANUARY CLEANUP	2165
	02/28/2025	001-3560-519.20-00	$845	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		001-3560-519.12-00	($845)		
	03/21/2025	001-3560-519.56-15	($14,771)	BRIGHTLY SBITA SEE 3-18 CLERK'S JOURNAL	2604
		001-3560-519.46-02	($9,486)		
	04/30/2025	001-3560-519.46-02	($11,290)	4)BRIGHTLY IMPLIMENTATION APRIL CLEANUP	3409
		001-3560-519.56-15	$11,290		
7	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$215,294**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	001-3580-519.64-00	$24,317	ENC/BUDADJ	399
	12/10/2024	001-3580-519.64-00	$529,141	CAPITAL ROLL RESOLUTION# 2024-112	1017
		001-3580-519.63-07	$85,000		
	06/01/2025	001-3580-519.49-00	($300)	1) SERVICE AWARD LUNCHEON MAY CLEANUP	3962
		001-3580-519.48-00	$300		
3	**Total Budget**		**Division 3580 Total**	**$638,458**	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
26	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$8,186,097**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	02/28/2025	103-3240-554.52-00	($650)	MONITORS 4 HOUSING COORD. FEBRUARY CLEANUP	2397
		103-3240-554.56-15	$650		
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$0**	
1	**Total Budget Amendments/Transfers**		**CDBG**	**$0**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	104-3240-554.83-23	$53,880	ENC/BUDADJ	399
	03/18/2025	104-3240-554.83-22	$12,747	FY23 & PRIOR CHDO RESOLUTION# 2025-017	2597
		104-3240-554.83-23	$154,800	FY23 & PRIOR 1ST TIME HB RESOLUTION# 2025-017	2597
		104-3240-554.12-00	$1,707	FY24 ADMIN CARRYFORWARD RESOLUTION# 2025-017	2597
		104-3240-554.83-22	$11,407	FY24 CHDO RESOLUTION# 2025-017	2597
		104-3240-554.83-23	($53,880)	UNDO YE ROLL RESOLUTION# 2025-017	2597
	03/21/2025	104-3240-554.39-00	($11,119)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	2614
		104-3240-554.83-23	$3		
		104-3240-554.12-00	($4)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	03/21/2025	104-3240-554.83-22	($1,669)	HOME FY24-25 DISBURSEMENT RESOLUTION# 2025-021	2614
3	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$167,872**	
3	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$167,872**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/12/2024	105-3240-554.83-00	$3,575	ENC/BUDADJ	399
	03/18/2025	105-3240-554.83-00	$3,634	FY23 INTEREST CARRYFORWRD RESOLUTION# 2025-017	2596
		105-3240-554.83-00	$68,881	FY23 REMAINING BUDGET RESOLUTION# 2025-017	2596
		105-3240-554.83-00	$228,460	FY24 BUDGET TO ROLL RESOLUTION# 2025-017	2596
		105-3240-554.83-00	$1,658	FY24 CR - 1510 N KENTUCKY RESOLUTION# 2025-017	2596
		105-3240-554.83-00	$101	FY24 HHRP RESOLUTION# 2025-017	2596
		105-3240-554.83-00	$7,203	FY24 INTEREST CARRYFORWRD RESOLUTION# 2025-017	2596
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$313,512**	
2	**Total Budget Amendments/Transfers**		**SHIP/HOUSING ASSISTANCE**	**$313,512**	
3200 - ADMINISTRATION					
3200 -	11/12/2024	107-3200-524.34-00	$17,616	ENC/BUDADJ	399

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
ADMINISTRATION	06/01/2025	107-3200-524.12-00	($75,000)	10) BLDG OFFICIAL COSTS MAY CLEANUP	3962
		107-3200-524.34-00	$75,000		
2	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$17,616**	
2	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$17,616**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	110-3230-559.31-00	$38,700	ENC/BUDADJ	399
		110-3230-559.63-00	$10,224		
		110-3230-559.64-15	$27,855		
	12/10/2024	110-3230-559.63-07	$4,501	CAPITAL ROLL RESOLUTION# 2024-112	1017
		110-3230-559.64-15	$33,376		
		110-3230-559.64-00	$23,993		
		110-3230-559.63-00	$800,000		
		110-3230-559.61-00	$70,372		
	01/06/2025	110-3230-559.39-00	($89,319)	SHORE UP CCRA TIF REVENUE RESOLUTION# CCRA 2024-250	1596
	02/01/2025	110-3230-559.72-00	($1,834)	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
		110-3230-559.71-00	($62,211)		
		110-3230-517.72-31	$1,834		
		110-3230-517.71-31	$62,211		
	02/05/2025	110-3230-559.31-01	$5,000	LEGAL FEE TOP-UP RESOLUTION# CCRA-2025-007	1859

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	04/30/2025	110-3230-559.40-00	$1,829	7) COVER TRAVEL EXPENSE APRIL CLEANUP	3409
		110-3230-559.55-00	($1,135)		
		110-3230-559.49-00	($694)		
6	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$924,702**	
6	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$924,702**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/12/2024	111-3230-559.31-00	$38,700	ENC/BUDADJ	399
		111-3230-559.64-15	$8,591		
		111-3230-559.83-00	$5,700		
	12/10/2024	111-3230-559.64-15	$2,097	CAPITAL ROLL RESOLUTION# 2024-112	1017
		111-3230-559.63-00	$181,226		
	01/27/2025	111-3230-559.83-11	$32,500	DSCRA UPSTART GRANT RES.# DSCRA 2025-039	1728
		111-3230-559.39-00	($47,735)	SHOREUP DSCRA TIF REVENUE RES.# DSCRA 2025-046	1731
	02/01/2025	111-3230-559.83-11	$0	RECLASS DEBT SERVICE JANUARY CLEANUP	2165
	03/01/2025	111-3230-559.34-00	$10,000	ANR PRGRM AWARD INCREASE RES# DSCRA-2025-047	2379
		111-3230-559.83-00	$10,000	CFIP PRGRM AWARD INCREASE RES# DSCRA-2025-044	2380
		111-3230-559.39-00	($10,000)		
	04/30/2025	111-3230-559.42-00	($100)	7) COVER TRAVEL EXPENSE APRIL	3409

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	04/30/2025	111-3230-559.40-00	$100	CLEANUP	3409
		111-3230-559.64-15	$0	8) CORRECT PROJECT # APRIL CLEANUP	3409
6	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$231,079**	
6	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$231,079**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/12/2024	130-1203-516.63-00	$28,631	ENC/BUDADJ	399
	12/12/2024	130-1203-516.63-00	($6,604)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
2	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$22,027**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/12/2024	130-1600-513.56-15	$15,625	ENC/BUDADJ	399
	12/12/2024	130-1600-513.56-15	($12,721)	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	03/18/2025	130-1600-581.91-01	$13,934	ARPA INTEREST TRANSFERS RESOLUTION# 2024-115	2609
3	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$16,838**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/12/2024	130-2100-521.64-00	$234,766	ENC/BUDADJ	399
	12/12/2024	130-2100-521.64-00	$9,234	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	12/23/2024	130-2100-521.64-00	$56,341	ARPA REALLOCATION POLICE VEHICLE	1206
		130-2100-521.64-00	($9,234)	ARPA REALLOCATION REMAINDER - POLICE STRIPE	1206
3	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$291,107**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/12/2024	130-3240-554.83-92	$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$0**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/23/2024	130-3520-572.64-00	$46,373	ARPA REALLOCATION REPLACEMENT VEHICLE #148	1206
1	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$46,373**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/12/2024	130-3560-519.64-00	$131,295	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
	12/23/2024	130-3560-519.64-00	($92,315)	ARPA REALLOCATION HOLDING PLACE - PO ROLL	1206
		130-3560-519.64-00	($1,165)	ARPA REALLOCATION REMAINDER - CITY AC UNITS	1206
2	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$37,815**	
3580 - CAPITAL PROJECTS MNGMT					

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	12/12/2024	130-3580-572.63-00	$0	UNEMCUMBERED ARPA ROLL RESOLUTION# 2024-114	1021
1	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$0**	
4	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$414,160**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/11/2025	142-2100-521.54-00	$100	STATE FORFITURE FUNDS RESOLUTION# 2025-007	2164
		142-2100-521.55-00	$6,975		
		142-2100-521.40-00	$2,925		
	03/27/2025	142-2100-521.55-00	$6,975	INTEL/LEADERSHIP TRAINING RESOLUTION# 2025-007	2726
		142-2100-521.54-00	$100		
		142-2100-521.40-00	$2,925		
		142-2100-521.54-00	($100)	STATE FORFITURE FUNDS REVERSE GROUP# 2025-02164	2726
		142-2100-521.55-00	($6,975)		
		142-2100-521.40-00	($2,925)		
2	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$10,000**	
2	**Total Budget Amendments/Transfers**		**POLICE SPECIAL EDUCATION**	**$10,000**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/14/2024	143-2100-521.52-00	$6,825	EXPEND FEDERAL FORFEITURE RESOLUTION #: 24-096	123
1	**Total Budget**		**Division 2100 Total**	**$6,825**	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
1	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$6,825**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	01/28/2025	201-1600-517.72-16	$19,640	BOA LEASE DEBTSERVICE PMT	1777
		201-1600-517.72-17	$22,182		
		201-1600-517.71-16	$46,000		
		201-1600-517.71-17	$99,000		
		201-1600-517.71-00	($380,000)	UNDO FY25 INTERFUND TXFR ESTIMATED DEBT FINANCING	1775
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**($193,178)**	
1	**Total Budget Amendments/Transfers**		**DEBT SERVICE FUND**	**($193,178)**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	303-3570-538.63-00	$42,646	ENC/BUDADJ	399
		303-3570-538.63-73	$1,667,960		
		303-3570-538.63-08	$62,043		
		303-3570-538.63-00	($24,155)	RETAINAGE RES. #24-103 PO# 81782	666
		303-3570-538.63-73	($128,164)		
	12/10/2024	303-3570-538.63-08	$8,715	CAPITAL ROLL RESOLUTION# 2024-112	1018
		303-3570-538.63-00	$324,686		
	03/21/2025	303-3570-538.63-00	$343,177	FIX NON GRANT FISKE ROLL RESOLUTION# 2025-014	2600

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	03/21/2025	303-3570-538.63-73	$1,937,668	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		303-3570-538.63-08	$70,758	SDC REIMBURSABLE RESOLUTION# 2025-014	2601
		303-3570-538.63-08	$15,395	SDC REIMBURSABLE REVISIT* RESOLUTION# 2025-014	2601
		303-3570-538.63-08	($8,715)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	2600
		303-3570-538.63-00	($324,686)		
		303-3570-538.63-73	($1,667,960)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		303-3570-538.63-08	($62,043)		
		303-3570-538.63-00	($42,646)		
		303-3570-538.63-00	$24,155	UNDO RETAINAGE RESOLUTION# 2025-014	2600
		303-3570-538.63-73	$128,164		
3	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$2,366,998**	
3	**Total Budget Amendments/Transfers**		**FISKE BV CMPLT STRTSCAPE**	**$2,366,998**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/12/2024	304-3580-572.63-00	$133,724	ENC/BUDADJ	399
	12/10/2024	304-3580-572.63-00	$2,020	CAPITAL ROLL RESOLUTION# 2024-112	1018
2	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$135,744**	
2	**Total Budget**		**T DOCKS /**	**$135,744**	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers		**BREAKWATER**		
1506 - INVENTORY					
1506 - INVENTORY	04/30/2025	421-1506-536.12-00	$48,037	1) COVER WAGES THRU FY APRIL CLEANUP	3409
		421-1506-536.14-00	$5,492		
		421-1506-536.22-00	$2,000		
		421-1506-536.13-00	($55,529)		
1	**Total Budget Amendments/Transfers**		**Division 1506 Total**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	04/01/2025	421-1515-536.12-00	($1,153)	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		421-1515-536.12-12	$1,153		
1	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$0**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/08/2024	421-4010-536.31-00	($270,847)	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4010-536.31-01	$131,151	ENC/BUDADJ	399
		421-4010-536.47-00	$15,255		
		421-4010-536.31-00	$15,270		
	11/30/2024	421-4010-536.47-00	$8,551	15) LEAD & COPPER MAILERS OCT-NOV CLEANUP	876
		421-4010-536.31-01	($8,551)		
		421-4010-536.31-00	($13)	8) SAT PHONE SERVICES OCT-NOV CLEANUP	876
		421-4010-536.41-00	$13		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	12/10/2024	421-4010-581.91-24	$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	01/03/2025	421-4010-536.31-00	$1,910	DECEMBER CLEANUP 4) LAB AUDIT	1525
		421-4010-536.31-01	($1,910)		
	02/01/2025	421-4010-536.46-00	$1,150	LAB OVEN REPAIR JANUARY CLEANUP	2165
		421-4010-536.31-00	($1,150)		
	03/18/2025	421-4010-581.91-25	$9,355	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
	04/22/2025	421-4010-581.91-24	$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	3173
		421-4010-536.49-00	$50	CHARGE-BACK FEES RESOLUTION# 2025-026	3172
		421-4010-536.49-00	$100,000	INTEREST PD. TO CUSTOMERS RESOLUTION# 2025-026	3172
		421-4010-536.49-00	$2,726	ORLANDO SW ASESSMENTS RESOLUTION# 2025-026	3172
	04/30/2025	421-4010-536.31-00	($1,000)	12) FSAWWA DONATION APRIL CLEANUP	3409
		421-4010-536.82-00	$1,000		
	05/27/2025	421-4010-536.39-00	($144,055)	EMERGENCY CULVERT REPAIR RESOLUTION# 2025-032	3737
10	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$413,278**	
4011 - EMERGENCY/DISASTER SVS					
4011 - EMERGENCY/DISASTER	01/30/2025	421-4011-525.49-00	$5,706	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		421-4011-525.23-00	$28		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
SVS	01/30/2025	421-4011-525.23-04	$2,345	MILTON REIMBURSABLE RESOLUTION# 2025-005	1758
		421-4011-525.21-00	$4,802		
		421-4011-525.24-00	$83		
		421-4011-525.23-08	$87		
		421-4011-525.23-09	$16		
		421-4011-525.12-00	$66,781		
		421-4011-525.22-00	$1,601		
		421-4011-525.23-07	$87		
1	**Total Budget Amendments/Transfers**		**Division 4011 Total**	**$81,536**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/08/2024	421-4020-536.31-27	$270,847	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
	11/12/2024	421-4020-536.46-02	$162,233	ENC/BUDADJ	399
		421-4020-536.46-00	$96,488		
		421-4020-536.31-03	$11,622		
		421-4020-536.56-15	$12,207		
		421-4020-536.52-09	$7,388		
		421-4020-536.34-00	$7,000		
		421-4020-536.64-15	$24,511		
		421-4020-536.55-00	$3,687		
	01/03/2025	421-4020-536.31-03	$8,000	DECEMBER CLEANUP 2) SWALE PROJECT SJRMWD	1525
		421-4020-536.46-00	($8,000)		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	01/03/2025	421-4020-536.46-00	($500)	DECEMBER CLEANUP 8) REPLACE MGNT SHIRTS	1525
		421-4020-536.42-00	$500		
		421-4020-536.52-02	$1,200		
		421-4020-536.52-00	($1,200)		
	02/28/2025	421-4020-536.12-12	$1,370	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4020-536.12-00	($1,370)		
		421-4020-536.12-00	($430)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4020-536.20-00	$430		
	03/01/2025	421-4020-536.46-00	($92,830)	DYAL SCADA AC UNITS 02/01/25 CLERK'S JOURNAL	2534
		421-4020-536.64-00	$92,830		
	04/01/2025	421-4020-536.52-09	($15,000)	3) SCADA SERVER TRAINING MARCH CLEANUP	3136
		421-4020-536.55-00	$15,000		
	04/08/2025	421-4020-536.46-00	$60,000	STEWARTS PO - PUMP REPAIR CLERK'S JOURNAL 4.8.25	2976
		421-4020-536.52-09	($60,000)		
	04/30/2025	421-4020-536.46-02	($57,542)	9) FIRE RADIO&PULSAFEEDER APRIL CLEANUP	3409
		421-4020-536.64-00	$57,542		
		421-4020-536.46-00	$60,000	9) REPLENISH R&M ACCOUNT APRIL CLEANUP	3409
		421-4020-536.34-00	($60,000)		
	05/27/2025	421-4020-536.63-00	$144,055	EMERGENCY CULVERT REPAIR RESOLUTION# 2025-032	3737
	06/01/2025	421-4020-536.52-30	($20,000)	6) ACCT. SHORTFALL/ SCADA MAY CLEANUP	3962
		421-4020-536.53-00	($25,000)		
		421-4020-536.49-00	$3,000	6) COVER ACCT. SHORTFALL MAY	3962

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	06/01/2025			CLEANUP	
		421-4020-536.52-00	$42,000	6) SCADA COMPONENTS MAY CLEANUP	3962
10	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$740,038**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/12/2024	421-4025-536.46-00	$255,060	ENC/BUDADJ	399
		421-4025-536.64-00	$338,063		
	12/10/2024	421-4025-536.64-00	$66,532	CAPITAL ROLL RESOLUTION# 2024-112	1018
	02/28/2025	421-4025-536.12-12	$4,861	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4025-536.12-00	($4,861)		
		421-4025-536.20-00	$805	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4025-536.12-00	($805)		
		421-4025-536.64-00	$0	TRAILER & 2 MIXING TANKS FEBRUARY CLEANUP	2397
	04/01/2025	421-4025-536.64-00	$0	6) NEW LOCATOR - VAN #351 MARCH CLEANUP	3136
	06/01/2025	421-4025-536.64-00	$44,700	7) REPLACE VEHICLE #35 MAY CLEANUP	3962
		421-4025-536.46-00	($44,700)		
5	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$659,655**	
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	421-4055-536.31-03	$1,220,643	ENC/BUDADJ	399
		421-4055-536.63-00	$774,587		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/30/2024	421-4055-536.46-00	$165	2) ENG CANON SERVICES OCT-NOV CLEANUP	876
		421-4055-536.55-00	($165)		
	12/10/2024	421-4055-536.63-00	$210,574	CAPITAL ROLL RESOLUTION# 2024-112	1018
	04/01/2025	421-4055-536.12-00	($1,948)	8) COVER ACCRUAL PAYOUTS MARCH CLEANUP	3136
		421-4055-536.12-12	$1,948		
	04/22/2025	421-4055-536.63-00	($420,315)	BRANDES PO#71924 CLOSED RESOLUTION# 2025-026	3172
		421-4055-536.63-00	($210,574)	BRANDES REMAINING BUDGET RESOLUTION# 2025-026	3172
	06/10/2025	421-4055-536.63-00	$53,436	COURTENAY PKWY DESIGN RESOLUTION# 2025-034	3918
6	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$1,628,351**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	421-4120-536.46-00	$17,429	ENC/BUDADJ	399
		421-4120-536.46-02	$2,475		
		421-4120-536.34-00	$880		
		421-4120-536.63-00	$45,243		
	02/28/2025	421-4120-536.12-00	($565)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4120-536.20-00	$565		
	05/13/2025	421-4120-536.63-00	($45,243)	PO#71959 LIQUIDATION RESOLUTION# 2025-029	3503
	06/01/2025	421-4120-536.46-00	($4,200)	4)CRANE RENT 4 TANK CLEAN MAY	3962

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	06/01/2025	421-4120-536.44-00	$4,200	CLEANUP	3962
4	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$20,784**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	421-4125-536.46-00	$3,636	ENC/BUDADJ	399
	12/10/2024	421-4125-536.46-00	($26,260)	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
	02/28/2025	421-4125-536.12-00	($19,239)	COVER ACCRUAL PAYOUT FEBRUARY CLEANUP	2397
		421-4125-536.12-12	$19,239		
		421-4125-536.12-00	($195)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		421-4125-536.20-00	$195		
	06/01/2025	421-4125-536.46-03	$16,000	8) VEHICLE REPAIRS MAY CLEANUP	3962
		421-4125-536.52-30	($5,000)		
		421-4125-536.44-00	($1,000)		
		421-4125-536.46-00	($5,000)		
		421-4125-536.53-00	($5,000)		
		421-4125-536.43-00	$1,000	9) COVER FPL COSTS MAY CLEANUP	3962
		421-4125-536.46-00	($1,000)		
4	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**($22,624)**	
18	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$3,521,018**	
4010 - WATER ADMINISTRATION					

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	03/18/2025	422-4010-581.91-25	($9,355)	CORRECT DEBT SERVICE PMT RESOLUTION# 2025-015	2612
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**($9,355)**	
1	**Total Budget Amendments/Transfers**		**WATER/SEWER IMPACT FEE**	**($9,355)**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	11/12/2024	423-3570-538.63-00	$407,522	ENC/BUDADJ	399
		423-3570-538.31-00	$600		
		423-3570-538.52-00	$1,659		
		423-3570-538.63-35	$51,222		
		423-3570-538.34-00	$2		
		423-3570-538.63-73	$214,165		
		423-3570-538.63-73	($12,947)	RETAINAGE RES. #24-103 PO# 81782	666
		423-3570-538.63-00	($2,390)		
	01/01/2025	423-3570-538.39-00	($7,790)	CURED IN PLACE PIPELINING CLERK'S JOURNAL 12.10.24	1591
		423-3570-538.63-00	$7,790		
	02/28/2025	423-3570-538.12-00	($390)	COVER SHOE ALLOWANCE FEBRUARY CLEANUP	2397
		423-3570-538.20-00	$390		
		423-3570-538.13-00	$22,502	OTHER SALARIES AND WAGES FEBRUARY CLEANUP	2397
		423-3570-538.12-00	($22,502)		
	03/21/2025	423-3570-538.39-00	($19,874)	BUY FISKE PRJ. EXTRA PIPE SEE 3-18 CLERK'S JOURNAL	2602
		423-3570-538.63-00	$19,874		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	03/21/2025	423-3570-538.63-73	$201,219	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		423-3570-538.63-73	($214,165)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		423-3570-538.63-73	$12,947	UNDO RETAINAGE RESOLUTION# 2025-014	2600
	04/30/2025	423-3570-538.64-00	$970	14)COVER VEHICLE SHORTAGE APRIL CLEANUP	3409
		423-3570-538.52-30	($970)		
		423-3570-538.63-00	($16,800)	3) CONCRETE WALL REPAIR APRIL CLEANUP	3409
		423-3570-538.46-00	$16,800		
	05/13/2025	423-3570-581.91-01	$91,600	LIGHTING LOAD CLAW TRUCK RESOLUTION# 2025-028	3501
		423-3570-538.31-00	($50,000)	LONDON DITCH DES SHORTAGE SEE 5-13 CLERK'S JOURNAL	3515
		423-3570-538.63-00	$50,000		
		423-3570-538.61-00	$1,531	WALMART LAND CLOSING COST RESOLUTION# 2025-027	3505
		423-3570-538.39-00	($1,531)		
		423-3570-538.61-00	$500	WALMART LAND DONATION RESOLUTION# 2025-027	3504
	05/27/2025	423-3570-538.63-00	$8,460	ADDITIONAL PIPE LINING SEE 5-274 CLERK'S JOURNAL	3736
		423-3570-538.31-00	($8,460)		
	06/01/2025	423-3570-538.31-00	$0	5) COX RD CULVERT REPAIR MAY CLEANUP	3962
	06/10/2025	423-3570-538.64-00	$330,422	REPLACEMENT SLOPE MOWER RESOLUTION# 2025-036	3919

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
9	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$1,082,356**	
9	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$1,082,356**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	06/10/2025	424-4010-581.91-21	$53,436	COURTENAY PKWY DESIGN RESOLUTION# 2025-034	3918
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$53,436**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/12/2024	424-4020-536.63-00	$163,559	ENC/BUDADJ	399
	12/10/2024	424-4020-536.63-00	$1,580,747	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4020-536.63-07	$275,000		
		424-4020-536.62-00	$75,000		
	01/03/2025	424-4020-536.64-00	$0	DECEMBER CLEANUP 5) JOCKEY HIGH PUMPS	1525
3	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$2,094,306**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	01/28/2025	424-4025-536.63-63	$1,200,000	PINEDA PHASE 2 GRANT -FED RESOLUTION# 2025-004	1759
		424-4025-536.63-64	$135,000	PINEDA PHASE2 GRANT-STATE RESOLUTION# 2025-004	1759
1	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$1,335,000**	

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING					
4055 - ENGINEERING	11/12/2024	424-4055-536.63-08	$13,610	ENC/BUDADJ	399
		424-4055-536.63-00	$11,829,709		
		424-4055-536.63-73	$467,817		
		424-4055-536.63-78	$2,615,124		
		424-4055-536.63-00	($42,550)	RETAINAGE RES. #24-103 PO# 80814	666
		424-4055-536.63-00	($188,524)	RETAINAGE RES. #24-103 PO# 81414	666
		424-4055-536.63-78	($53,236)		
		424-4055-536.63-00	($43,825)	RETAINAGE RES. #24-103 PO# 81782	666
		424-4055-536.63-73	($23,146)		
		424-4055-536.63-00	($16,747)	RETAINAGE RES. #24-103 PO# 82211	666
		424-4055-536.63-00	($61,442)	RETAINAGE RES. #24-103 PO# 82212	666
	11/30/2024	424-4055-536.63-00	$0	3) CATALINA ISLE DR WM OCT-NOV CLEANUP	876
	12/10/2024	424-4055-536.63-00	$15,046,287	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4055-536.63-08	$1,785		
	03/18/2025	424-4055-536.63-00	$150,232	WEST AVE BRIDGE WATERMAIN SEE 3-18 CLERK'S JOURNAL	2613
	03/21/2025	424-4055-536.63-00	$444,671	REMAINING CONSTRUCTION RESOLUTION# 2025-014	2601
		424-4055-536.63-08	$15,395	SDC REIMBURSABLE RESOLUTION# 2025-014	2601
		424-4055-536.63-08	($1,785)	UNDO CAPITAL ROLL RESOLUTION# 2025-014	2600

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	03/21/2025	424-4055-536.63-73	($467,817)	UNDO PO ROLL (ENC/BUDADJ) RESOLUTION# 2025-014	2600
		424-4055-536.63-08	($13,610)		
		424-4055-536.63-73	$23,146	UNDO RETAINAGE RESOLUTION# 2025-014	2600
		424-4055-536.63-00	($150,232)	WEST AVE BRIDGE WATERMAIN SEE 3-18 CLERK'S JOURNAL	2613
	04/30/2025	424-4055-536.63-00	$0	5) CORRECT PROJECT NUMBER APRIL CLEANUP	3409
	06/10/2025	424-4055-536.63-00	($53,436)	COURTENAY PKWY DESIGN RESOLUTION# 2025-034	3918
7	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$29,491,426**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/12/2024	424-4120-536.63-00	$49,446	ENC/BUDADJ	399
		424-4120-536.64-15	$8,032		
	12/10/2024	424-4120-536.63-00	$1,587,306	CAPITAL ROLL RESOLUTION# 2024-112	1018
		424-4120-536.64-15	$771,651		
	02/11/2025	424-4120-536.64-15	$0	SELLERS WRF PLCS 2/11/25 CLERK'S JOURNAL	2163
	04/22/2025	424-4120-536.64-15	$528,113	BRANDES BUDG 4 OTHER PROJ RESOLUTION# 2025-026	3173
	05/13/2025	424-4120-536.63-00	($49,446)	PO#79678 LIQUIDATION RESOLUTION# 2025-029	3503
		424-4120-536.63-00	($587,306)	UNENCUMBERED PROJECT BAL. RESOLUTION# 2025-029	3503

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
5	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$2,307,796**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/12/2024	424-4125-536.63-00	$179,709	ENC/BUDADJ	399
	12/10/2024	424-4125-536.63-00	$26,260	VORTEX MANHOLE LINING RESOLUTION# 2024-111	1019
2	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$205,969**	
12	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$35,487,933**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	03/18/2025	425-4010-581.91-24	$374,000	COCOA GROVES&WINWARD TXFR RESOLUTION# 2025-015	2610
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$374,000**	
1	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**	**$374,000**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/08/2024	427-4020-536.31-34	$1,354,235	TCR PROJECT TASK #2 RESOLUTION #: 24-097	122
		427-4020-536.31-36	$180,566		
		427-4020-536.31-37	$2,031,352		
		427-4020-536.31-35	$677,117		
	11/12/2024	427-4020-536.31-36	$3,408	ENC/BUDADJ	399
		427-4020-536.31-34	$25,555		

FY 2025 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2025

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/12/2024	427-4020-536.31-37	$38,332	ENC/BUDADJ	399
		427-4020-536.31-35	$12,778		
2	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$4,323,343**	
2	**Total Budget Amendments/Transfers**		**TCR/SJR PROJECT**	**$4,323,343**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	11/12/2024	520-1801-513.31-00	$12,043	ENC/BUDADJ	399
1	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$12,043**	
1	**Total Budget Amendments/Transfers**		**WORKERS COMPENSATION FUND**	**$12,043**	

77 Transfers & Amendments Between Oct 1, 2024 and Jun 30, 2025

FY 2025 Total Transfer & Amendments $57,372,765

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 07/14/2025

CITY COUNCIL AGENDA ITEM

Memo Date:	July 17, 2025
Agenda Date:	July 22, 2025
File ID:	2025-704
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
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 Alternate member vacancies

Code Enforcement Board

- 1 Regular member vacancy (term expiring June 30, 2025)

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.cocoafl.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:	July 17, 2025
Agenda Date:	July 22, 2025
File ID:	2025-705
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for July 3, 2025 - July 17, 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 July 3, 2025 - July 17, 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: July 3 – July 17, 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.

City Clerk's Office

- Public Records Requests received:
  - Open: 6
  - Closed: 3
  - Total: 9
  - Collected Fees: $0

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Juan Estrada-Zuluaga, Utilities GIS/CAD Technician, UT/Engineering effective 6/9/2025
  - Yekaterina Badalova, Administrative Assistant, UT/Dyal effective 6/9/2025
  - Derek Pender, Communications Officer, PD/Communications effective 6/9/2025
  - Curtis Doctor, Communications Officer, PD/Communications effective 6/9/2025
  - Abigail Coutscoudis, Communications Officer, PD/Communications effective 6/9/2025
  - Evan Smith, Firefighter/EMT, Fire/Operations, effective 6/9/2025
  - Roderick Moore, Assistant Fire Chief, Fire/Administration effective 6/23/2025

- Ian Skewes, Maintenance Worker I, PW/Streets effective 6/23/2025
- Monique Drew, Grant Staff Accountant, Finance/General Accounting, effective 6/23/2025
- Jeremy McGill, Utility Line Locator, UT/WFO, effective 6/23/2025

- Recent promotions
  - Christi Grant, Accounting Manager, Finance/General Accounting effective June 16,2025
- Upcoming retirements
  - Rose Hochreiter, Administrative Assistant, UT/Sellers effective June 13, 2025
  - Coleman Price, Utilities Mechanic II, UT/SFO effective June 13, 2025

Communication and Economic Development

- Media Stories:
  - Free Symphony Under the Starts Independence Day Concert at Cocoa Riverfront Park Set July 4
  - Fourth of July 2025: Here's where to celebrate across the Space Coast
  - 'He lifted other people up': Community remembers Richard 'Dick' Blake
  - UPDATE: Lee Wenner Parking Redesign Project in Cocoa Village to be Completed in September
  - Juneteenth 2025: Here's your guide to celebrations in Brevard
  - Cocoa Police Recognizes Auxiliary Officer, Corporal Ralph Perrone For 10 Years of Service
  - The Juneteenth Arts & Cultural Celebration at Cocoa Riverfront Park
  - Viewing and funeral service for Dick Blake
  - Daniel Hernandez Completes Required Training, Sworn in as Cocoa Police Department's Newest Officer
- New News Releases:
  - Orlando Health Donation to City of Cocoa to Support Improvements to Historical Provost Park
  - Lee Wenner Park to Close to Enhance Parking Availability in Cocoa Village
  - 2024 Water Quality Report Available On-Line
  - Brevard Show Closet Successfully Completed Cocoa's UpStart Business Development Program
  - Trekalla Successfully Completed Cocoa's UpStart Business Development Program
  - City of Cocoa Awarded Cybersecurity Grant to Renew Critical Digital Protections
  - City of Cocoa Recognized for Excellence in Government Communications
  - City of Cocoa Wins 2025 Keep Brevard Beautiful Trash Bash
  - City of Cocoa Fleet Unveils New Brush Truck #33 for Fire Department
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 139,384

        - Post engagement: 29,879
        - Followers: 17,187
    - Twitter
        - Followers: 3,724
    - LinkedIn
        - Post impressions: 160
        - Followers: 1,431
    - NextDoor
        - Impressions: 751
        - Members: 6,051
    - May e-newsletter (Sent 5/2/25)
        - Sent to 803 contacts
        - 49% open rate (average open rate for e-mail marketing in 2024 is 20%)
    - June e-newsletter (Sent 6/6/25)
        - Sent to 2,334 contacts
        - 55% open rate (average open rate for e-mail marketing in 2024 is 20%)
    - July e-newsletter (Sent 7/2/25)
        - Sent to 2,321 contacts
        - 46% open rate (average open rate for e-mail marketing in 2024 is 20%)
    - Next printed FYI Newsletter mails October 1, 2025.
- Upcoming special events at Leisure Services facilities

Community Services – update 6/25/25

- **New businesses – May 1 - 31, 2025**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
EJL Mgmt Services	317 River Edge Blvd # 103, 32922	0	0	1	Property Mgmt Services
Centennial Management Services	317 River Edge Blvd # 103, 32922	2	1	1	Facilities Mgmt Services
Village Bier Garten DBA C.B.D.L, LLC	415 Delannoy Ave, 32922	8	4	1	Full service Bar & restaurant w/live entertainment
ABC Counseling, LLC	937 Dixon Blvd, 32922	4	2	2	Family & Children Counseling
Trekalla Womens Apparel LLC	313 Brevard Ave # 4 32922	0	0	1	Women's apparel Sales
Antojitos Café MI Tierra LLC	1118 Lake Drive, 32922	2	0	2	Restaurant / No Liquer

Pint & Pistol **DBA The Alamo Range	2911 Oxbow Circle, 32926	10	3	3	Shooting Range /Ammo Sales & Supplies
Diamondback Manufacturing.LLC	3445 Grissom Pkwy, 32926	50	0	3	Airboat manufacturing M-Fri 8AM - 5PM
Marine Accessories, Diamondback Marine	3445 Grissom Pkwy, 32926	50	0	3	Boat parts Manufacturing
Liever Property Mgmt & Investments	661 Brevard Ave, unit# 101, 32922	2	0	1	Real estate Mgmt
Blue Origin Manufacturing, LLC	440 W Railroad Ave, 32922	20	0	3	Manufacturing Facility
Community Thrift Inc,	1803 N Cocoa Blvd, 32922	0	4	2	Community Thrift Store
Atlantic Carpentry, INC	849 N Cocoa Blvd, 32922	3	0	2	Custom Cabinetry & Counter tops
Florida Construction & Design Inc	661 Brevard Ave # 102	6	6	1	Cert Building Contractor
The Balanced Pelvis	234 Willard Street, 32922	1	0	1	Licensed Physical Therapist
JT Rice Plumbing, LLC	310 Brunson Ave Ste #110, 32922	1	0	1	Plumbing Contractor Office Space
Dollar Tree LLC	1072 Clearlake Road, 32922	5	5	2	Retail Variety Store,
(The Village Cycle Shop) Charcoal Sparkle	629 Brevard Ave, 32922	1	1	1	Bicycle Shop * Sales & Repairs
Angelica Ramie DBA Lashotomy	313 Brevard Ave Floor 2 Ste # 1	1	0	1	Lash Extensions & Esthectic Svcs
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**
Maria E. Trangott, LLC	115 N Indian River Drive # 127	0	0	1	Real Estate Services Home office

May 1 - 31: building inspections – 235

May 1 - 31: building permits issued – 101

Finance

The Finance Department is working with the City Manager to prepare a proposed budget. Meetings have been held with Stantec to review the General Fund Fiscal Sustainability, Stormwater Special Assessment and the Utility Revenue Sufficiency studies. The results will be presented to City Council at tyhe July 15 budget workshop. Agenda items are being prepared for the tentative millage rate and the budget ads are being prepared.

The Finance Department is working on figuring out how to implement GASB 103 for compensated absences.

Fire Department

- The City of Cocoa Fire Rescue proudly announces the appointment of Roderick Moore as its new Assistant Fire Chief. With over 31 years of dedicated service with Jacksonville Fire and Rescue Department (JFRD), Chief Moore brings extensive experience in rescue, training, emergency management, and fire suppression. Rising through the ranks from Firefighter to Captain, Moore has consistently demonstrated leadership, innovation, and a deep understanding of departmental needs. His work has significantly enhanced community services through improved operational techniques and training. Moore holds a Firefighter Certification from Florida Community College at Jacksonville, a Paramedic Certification, a B.A. in Public Administration from Flagler College, and a Master of Public Administration from Barry University. He is highly skilled in Incident Command, hazardous materials management, fire suppression tactics, and personnel training. Following his initial retirement in 2020, Moore returned to serve as Deputy Fire Chief for Haines City Fire Department in 2021, where he led department operations, recruitment, fire prevention, and ISO coordination. He is also a certified CPR/First Aid and ACLS instructor and has provided life-saving training to both professionals and the public through community outreach. An accomplished grant writer, Moore has secured critical funding for equipment upgrades, station renovations, and advanced training programs. His background in construction compliance and fire code regulations further enhances his ability to support modern fire suppression efforts. “Roderick Moore’s combination of hands-on experience and strong academic background makes him an invaluable asset to our department and community,” said Cocoa Fire Chief Lamm. “We are excited to welcome him to this new leadership role.”
- The Department advertised position vacancies for Firefighters/EMTs and selected two new members. One new hire started on May 12, and the second began on June 9.
- The new Engine for Service 33 has been delivered, and service training was completed on June 25, 26, and 27. A housing ceremony will be held in the near future to formally place the apparatus into service.

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 June 5 – July 2, 2025

- Activity/Event highlights
    - Attended Police Recruit Graduation 6/03/25
    - Swear in Recruit Hernandez 6/10/25
    - Attended Richard "Dick" Blake Funeral 6/13/25
    - Attended "No King Protest" 6/14/25
- New project/training updates
    - Officers attended FDLE Counter Ambush Training 6/4/25
    - Lt. Baaden attended G-300 Intermediate Incident System Training 6/23-6/26
    - Officer attended Advanced Roadside Impaired Driving Enforcement 6/26-6/27
    - Officer attended DWI detection and Standardized Field Sobriety Testing 6/23-6/25
- Chief's walk highlights
    - District 1 near Grove Ave and Pineda St 6/18/25
- Community engagement highlights/events
    -

- Call stats-Crime Stats: January 1, 2025 – June 22, 2025 (For comparison purposes January 1, 2024-June 22, 2024, data is also included)

    - Property Crimes Offenses have decreased by 18%.
    - Violent Crime Offenses decreased by 12%
    - Overall, crime offenses have decreased by 16%.

Public Works

- Major project updates
    - Fiske and Broadmoor Acres – Est. Substantial Completion Date - July 21st
    - Lee Wenner Park Parking Lot Improvements Project – Est. Substantial Completion – Mid-August
- Work order stats (received/closed)
    - 229 received
    - 188 closed

    - Residential Bulk Green Waste Requests This Period: 84
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 Widening (437983-1) – Design
        - SR 501 Safety Project (447085-1) – Est. Completion – Summer 2025
        - SR 528 Widening and Reconstruction (407402-3) – R/W Acquisition - Late 2023
        - SR 519 (Fiske Blvd) from Barbara Jenkins St to SR 520 (451310-1) - Design
    - Brightline/FEC
        - RCE Grant Application – Awarded on Jan 2025 - On-going coordination meetings.

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