Agenda
City of Cocoa
Regular Meeting

August 12, 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 August 12, 2025.
2. Minutes: Regular Meeting of May 27, 2025.
3. Minutes: Regular Meeting of June 10, 2025.

III. Awards and Presentations:

1. National Black Business Month Proclamation

IV. Delegations:

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

V. Consent Agenda:

1. To Approve the First Amendment to Purchase Agreement to RFQ-20-18-COC with Hinterland Group, Inc., and to Approve the Second Amendment to Purchase Agreements to RFQ-20-18-COC with Atlantic Development of Cocoa, Inc., and Danus Utilities, Inc. for General Contractor – Utility Systems

Services.

2. Approve Resolution 2025-049 for Vacation of Certain Utility Easements for the Banyan Cove Project as described in Exhibit A of Resolution

3. Approve Amendment #1 to the Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC. through August 23, 2026, Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY26 Budget.

VI. Public Hearings:

1. Approve the Preliminary Assessment Resolution 2025-047 for Fire Protection, for Fiscal Year 2026.

2. Approve Preliminary Assessment Resolution No. 2025-048 for Fiscal Year 2026 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting.

3. Second and final reading of Ordinance 07-2025 (Cocoa CRA Plan Update)

4. Second and final reading of Ordinance 08-2025 (Diamond Square CRA Plan Update)

5. Conduct a **de novo** appeal hearing and decide whether to **affirm, modify, or reverse** the Board of Adjustment's May 21 2025 approval (with conditions) of a Special Exception expanding Aqua Lounge's bar/lounge use to include an outdoor seating area at **226 King St., Units 120 & 116** (CBD-CVO & Cocoa Village Subdistrict, Cocoa Waterfront Overlay).

VII. Council Business:

1. Consider the Appointment of Gloria Weatherspoon, Jodi Hatcher or Thomas Zimmerman to Fill a Regular member vacancy on the Code Enforcement Board.

2. Consider the Reappointment of Vincent Knowles on the General pension Board through September 2028.

3. UpStart Cocoa Small Business Program Revision

VIII. City Business:

IX. Informational Agenda:

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

2. Bi-Weekly Report for July 18, 2025 - August 6, 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:

1. https://cocoafl.gov/291/City-Meetings or
2. https://www.youtube.com/@CityofCocoaFlorida/streams

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

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through email at cityclerk@cocoafl.gov. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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

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

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

to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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

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

CITY COUNCIL AGENDA ITEM

Memo Date:	June 20, 2025
Agenda Date:	August 12, 2025
File ID:	2025-576
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the August 12, 2025 Regular City Council meeting agenda as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the August 12, 2025 Regular City Council meeting agenda as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

August 12, 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 August 12, 2025. (2025-576).
2. Minutes: Regular Meeting of May 27, 2025. (2025-577).
3. Minutes: Regular Meeting of June 10, 2025. (2025-818).

III. Awards and Presentations:

1. National Black Business Month Proclamation. (2025-731). (Mayor Blake)

IV. Delegations:

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

V. Consent Agenda:

1. To Approve the First Amendment to Purchase Agreement to RFQ-20-18-COC with Hinterland Group, Inc., and to Approve the Second Amendment to Purchase Agreements to RFQ-20-18-COC with Atlantic Development of Cocoa, Inc., and Danus Utilities, Inc. for General Contractor – Utility Systems Services.

(2025-633). (Utilities Director)

2. Approve Resolution 2025-049 for Vacation of Certain Utility Easements for the Banyan Cove Project as described in Exhibit A of Resolution. (2025-729). (Utilities Director)

3. Approve Amendment #1 to the Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC. through August 23, 2026, Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY26 Budget. (2025-751). (Utilities Director)

VI. Public Hearings:

1. Approve the Preliminary Assessment Resolution 2025-047 for Fire Protection, for Fiscal Year 2026. (2025-702). (Finance Director)

2. Approve Preliminary Assessment Resolution No. 2025-048 for Fiscal Year 2026 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting. (2025-703). (Finance Director)

3. Second and final reading of Ordinance 07-2025 (Cocoa CRA Plan Update). (2025-718). (Community Services Director)

4. Second and final reading of Ordinance 08-2025 (Diamond Square CRA Plan Update). (2025-719). (Community Services Director)

5. Conduct a **de novo** appeal hearing and decide whether to **affirm, modify, or reverse** the Board of Adjustment's May 21 2025 approval (with conditions) of a Special Exception expanding Aqua Lounge's bar/lounge use to include an outdoor seating area at **226 King St., Units 120 & 116** (CBD-CVO & Cocoa Village Subdistrict, Cocoa Waterfront Overlay). (2025-743). (Planner/City Manager)

VII. Council Business:

1. Consider the Appointment of Gloria Weatherspoon, Jodi Hatcher or Thomas Zimmerman to Fill a Regular member vacancy on the Code Enforcement Board. (2025-631). (City Clerk)

2. Consider the Reappointment of Vincent Knowles on the General pension Board through September 2028. (2025-730). (City Clerk)

3. UpStart Cocoa Small Business Program Revision. (2025-810). (Comm. & Economic Development Director)

VIII. City Business:

IX. Informational Agenda:

1. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-816). (City Clerk)

2. Bi-Weekly Report for July 18, 2025 - August 6, 2025. (2025-817). (City Manager)

X. Reports:

XI. Adjournment:

XIII. Notice to the Public:

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the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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CITY COUNCIL AGENDA ITEM

Memo Date:	June 20, 2025
Agenda Date:	August 12, 2025
File ID:	2025-577
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the May 27, 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 27, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

May 27, 2025

A Regular City Council Meeting was held on Tuesday, May 27, 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.

Councilmember Hearn provided the invocation, and Linda Graham and Karen Houston 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; Lorne Stinnett, HR Director;

Tom Wilkinson, Code Enforcement Manager; Mitch Lawyer, Systems and Support Manager; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of May 27, 2025. (2025-368).

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Weeks to approve the agenda for the Regular City Council meeting of May 27, 2025 with an amendment to add an item under Awards and Presentations and an item under Council Business.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Regular Meeting of April 8, 2025. (2025-369).

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to approve the minutes for the Regular City Council meeting of April 8, 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. Certificate of Recognition for the Brunch Chic. **(Walk-on Item)**

Councilmember Goins presented the business Brunch Chick with a certificate of appreciation for everything they do for the community.

IV. Delegations:

Sonya Mallard, 1505 Country Club Blvd. Titusville, spoke about the Leon and Jewel Collins Museum. She talked about the educational importance of the museum and the importance of garnering foot traffic there. She asked Council to include funding for the museum in order to fully support it in their Fiscal Year 2026 budget.

Anita Gibson, 451 Stone St., Cocoa, shared that she spoke about a pothole at the recent Diamond Square CRA meeting. She noted that the pothole is located near Wawa and asked if Council could do something about it.

V. Consent Agenda:

1. Requesting a Date Change for a Previously Approved Street Closure. (2025-422). (Comm. & Economic Dev. Director)

2. Approve BAF 25-056-T. Authorize the City Manager to issue a Change Order for $8,460 to Inliner Solutions for additional cured-in-place pipe lining services (CIPP). (2025-358). (Utilities Director)

3. To Approve Task Orders 2025-15 and 2025-15.1 with Atlantic Development of Cocoa, Inc. utilizing RFQ# 20-18-COC for the Cocoa Water Plant Road Culvert Replacement Project, WS25CU, in the amount of $115,243; To Approve a Budget Transfer to the FY2025 Budget, BAF# 25-058-T. (2025-414). (Utilities Director)

4. Approve the purchase of the Motorola Mach Alerting System for three fire stations at a total cost of $324,543 from Motorola Solutions Inc. utilizing Sourcewell cooperative contract 0420421-MOT for the hardware and maintenance. Approve a Resolution to Waive Competitive Bidding for installation and programming services. Approve any Budget Transfers required to move funds between Object Classifications, should any software or maintenance costs need to be transferred out of capital. (2025-434). (Fire Chief)

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

5. To Approve Task Order 2025-51 issued under Continuing Services Agreement RFQ-20-03-COC with Jacobs Engineering Group, Inc. in the amount of $499,334 for Engineering Services for the Dyal Steel Ground Water Storage Tank Replacement Project. (2025-457). (Utilities Director)

6. Approve a Resolution Amending the FY25 Budget, BAF# 25-065-A for the State of Florida Division of Emergency Management De-Obligation of PW7205, Hurricane DR-4337, IRMA, Vinyl Fencing Reimbursement at Lee Wenner Park and Riverfront Park, Project # ES17HI. (2025-465). (City Manager)

7. Approve the 2025-2026 Brevard County Public Schools SRO MOU. (2025-466). (Police Chief)

8. Announcement of Travel for Deputy Mayor Weeks to attend IEMO I Class in Boca Raton from June 6-7. (2025-467). (City Clerk)

9. Accept the Award of the Florida Local Government Cybersecurity Grant (Round 2), a State of Florida funded grant, for cybersecurity services and platforms and authorize the City Manager to execute the grant agreement. (2025-484). (Chief Technology Officer)

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

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss 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. Preliminary PUD Pluckebaum - Lennar Homes, LLC. (2025-383). (Planner)

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve a Preliminary Planned Unit Development (PUD), consistent with Appendix A, Zoning, Article XI, Section 17 of the City of Cocoa Code of Ordinances, for a 230-lot single-family residential subdivision on approximately 76.21 acres located at the northwest corner of Pluckebaum Road and Clearlake Road in the City of Cocoa, with discussion.**

Alexis Crespo, consultant with RVi, gave a brief presentation[1] on the preliminary PUD for the Pluckebaum project.

Deputy Mayor Weeks asked if these homes will be for sale. In response, Ms. Crespo shared that they will be.

Deputy Mayor Weeks asked for the price range. In response, Greg Pettibon, with Lennar Homes, stated that they will range somewhere from the low $300s to the low $400s.

Ana Saunders, 312 S. Harbor City Blvd., Ste. 4, Melbourne, FL shared that she is here simply to answer any questions.

There being no questions or comments from the audience, the public portion of the hearing was closed.

[1] Exhibit A: Preliminary PUD Pluckebaum Presentation

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Request to Postpone First Reading of Ordinance 01-2025 Visioning Four Corners Overlay Comprehensive Plan Text Amendment. (2025-480). (Planner)

* **MOTION by Councilmember Goins; Seconded by Councilmember Hearn to postpone the item to the July 8, 2025 City Council meeting at 6pm at Cocoa City Hall, 65 Stone St., Cocoa, FL 32922.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Postponement of First Reading of Ordinance 02-2025 LDR Amendment Creating Four Corners Overlay District. (2025-481). (Planner)

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to postpone the item to the July 8, 2025 City Council meeting at 6pm at Cocoa City Hall, 65 Stone St., Cocoa, FL 32922.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

1. UpStart Cocoa Forgiveable Loan Application Award - Brevard Shoe Closet. (2025-462). (Comm. & Economic Dev. Director)

Ms. Senger stated that Mr. Frazier completed his WeVenture program with glowing reviews and worked to complete a request for the remaining funds ($7,500.00) as part of the forgivable loan program. Additionally, Mr. Frazier plans to donate to the Cocoa High School sports teams for his community enrichment component as applicants are required to give back to the community in some way prior to the end of their loan agreement with the City of Cocoa.

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve a $7,500 Cocoa forgivable loan with Brevard Shoe Closet according to the Procedures, Policies, and Conditions of the Upstart Cocoa Minority Small Business Program.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Council Approval to Apply for a T-Mobile Hometown Grant for $50,000.00 for Improvements at Provost Park. Authorize the Director of Communications and Economic Development to Submit the Grant Application. (2025-463). (Comm. & Economic Dev. Director)

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to apply for a T-Mobile Hometown Grant for $50,000.00 for improvements at Provost Park; and to authorize the Director of Communications and Economic Development to submit the grant application.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. The applicant (Karen Scott) is requesting a reduction of the current Code Enforcement lien of $4675.00 at the property located at 1501 Harvard Dr., be reduced to the amount of zero. (2025-474). (Community Services Director)

* **MOTION by Mayor Blake; Seconded by Councilmember Koss to approve a lien reduction in the amount of $0.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. The applicant, One Stop Construction (Jesus Velazquez), is requesting a reduction of the current Code Enforcement Lien of $12,820.00 for the property located at 1106

Mitchell St., be reduced to the amount of the City's cost. (2025-475). (Community Services Director)

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Koss to approve a lien reduction in the amount of $2,384.14.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. The applicant, Faraway SG LLC., is requesting a reduction of the current Code Enforcement Lien of $13,820.00 for the property located at 128 Aurora St., be reduced to the amount of $4,685. (2025-477). (Community Services Director)

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Goins to deny a lien reduction in the amount of $4,685.00 and leave the cost at $13,820.00, for discussion.**

It was clarified that the new owner bought the property with the code lien on it. Additionally, it was stated that no one showed up to the Code Enforcement Board hearing to state their case.

Jennifer Clark, 347 N. Volusia Ave., Orange City, FL and representing the property, shared that the new homeowner is requesting a reduction of the lien amount to reflect the period of time from which they bought the property to when it came into compliance.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. The applicant, 535 S Kentucky Land Trust, is requesting a reduction of the current Code Enforcement Lien of $29,330.00 for the property located at 535 S Kentucky Ave., be reduced to the amount of the City's cost. (2025-478). (Community Services Director)

Mr. Wilkinson provided the background of the case.

Rachel Smith and Omer Bader, 535 S. Kentucky Ave., Cocoa, shared that they are lenders and lent money to the previous owner who essentially took the money and ran. They lent him money to purchase the property and renovate it, which he never did. They have now taken the property back and are trying to clean it up.

Additionally, they stated that they were not aware of the lien until it popped up during a title search.

Deputy Mayor Weeks asked Mr. Wilkinson who Code has been sending their notices and correspondence to. In response, Mr. Wilkinson stated that they have been sending their letters and correspondence to 535 S. Kentucky Land Trust.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks to deny a lien reduction in the amount of $1,893.30 and to keep the cost at $29,330.00.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Approve a Resolution adopting the State Fiscal Year (SFY) 2025-2028 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the Final SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2025-2028 SHIP LHAP. (2025-482). (Community Services Director)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to approve a Resolution adopting the State Fiscal Year (SFY) 2025-2028 State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) and approve submission of the Final SHIP LHAP to the Florida Housing Finance Corporation for approval. Approve the revised and updated City of Cocoa Housing Program Policies and Procedures which reflect changes as required by the State within the proposed draft of the SFY2025-2028 SHIP LHAP.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

8. Authorization for Mayor to send formal request to St. Johns River Water Management District (SJRWMD) for the release of the conservation easement and approval to enter into a mitigation agreement with an appropriate party or parties to acquire mitigation credits to effect the release of the conservation easement on property ID#24-36-17-00-509, subject to review and approval by the City Attorney for a cost not to exceed $300,000.00. (Econ. & Community Development Director) **(Walk-on Item)**

Ms. Senger provided an explanation of the item. She explained that with the planned development surrounding the proposed Brightline Station, staff is seeking release of the conservation easement.

City Manager Whitten provided further details regarding the conservation easement and talked about Bracco Pond.

* **MOTION by Councilmember Hearn; Seconded by Mayor Blake to authorize the Mayor to send formal request to St. Johns River Water Management District (SJRWMD) for the release of the conservation easement and approve to enter into a mitigation agreement with an appropriate party or parties to acquire mitigation credits to effect the release of the conservation easement on property ID#24-36-17-00-509, subject to review and approval by the City Attorney for a cost not to exceed $300,000.00.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

IX. Informational Agenda:

1. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-459). (Finance Director)

2. Data showing the relation between the estimated and actual income and expenses to date. (2025-460). (Finance Director)

3. FY 2025 April Budget Adjustment Report. (2025-461). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-476). (City Clerk)

5. Bi-Weekly Report for May 8, 2025-May 22, 2025. (2025-478). (City Manager)

X. Reports:

Councilmember Goins referred to the comments made by Ms. Mallard earlier in the meeting. He would like Council to consider making an official commitment to the Leon and Jewel Collins Museum. He would like to see this go out for RFP. He asked if Council would be willing to give a consensus to put this out for RFP.

Councilmember Hearn shared that he is in support of this, however he would like to try a one-year test run to see how it goes.

Councilmember Koss expressed her support; however she feels that Council needs to determine what their goals are. She shared some ideas about how to popularize the museum.

Mayor Blake shared that his only concern is funding. If Council chooses to fund one museum, then they'll need to offer the same support to the others in the City.

Deputy Mayor Weeks stated that she is also in support. She asked if the Museum of Natural History receives funding. It was clarified that they do receive funding.

Mayor Blake asked Ms. Neuterman about the number of visitors that the museum receives. In response, Ms. Neuterman shared that they have not received many serious applications from individuals who would like to volunteer at the museum. Additionally, they receive approximately ten requests per month to tour the museum.

Councilmember Hearn provided some ideas regarding the museum and he, along with Councilmember Goins, would like to see some programs implemented to gather more interest and visitors.

Councilmember Goins spoke passionately about the museum and stated that this discussion has been held over and over and he wants to see this become a reality.

Deputy Mayor Weeks suggested pairing up with the history department at Eastern Florida State College and see if a partnership can be struck up to help support the museum.

* **MOTION by Councilmember Goins; Seconded by Councilmember Hearn to direct the City Manager to create the RFP for Leon and Jewel Collins Museum to bring back to Council, for discussion.**

Councilmember Koss pointed out that with a RFP, parameters must be set. In response, Councilmember Goins asked if they should amend the motion to simply

direct staff to bring back an item to Council where they could determine what the scope and language will be for the RFP.

Further discussion was held on the museum, its funding and its volunteers.

Based on the comments made, City Manager Whitten provided several suggestions on what he'd like to include in the RFP. He also suggested that Council consider renting the venue out for events.

* **MOTION AMENDED by Councilmember Goins; Seconded by Councilmember Hearn to bring back an official item to the June 10, 2025 City Council meeting agenda for further discussion.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Councilmember Goins shared photos from events he recently attended, including the Cocoa High School graduation, an 80th birthday party for Ida Smith, and the Memorial Day event.

Deputy Mayor Weeks shared photos from events she recently attended including the Mayor's breakfast and Cocoa High School's graduation.

She also mentioned that she was brainstorming some ideas regarding the Cocoa Conservation Area. She got a quote to see how much it would cost to have a walking bridge from SR524 to the Conservation Area and it would cost around $90,000. She would like to talk about this more at a later date.

Councilmember Koss shared that she does not have a report this evening, but thought the Cocoa High School graduation was wonderful.

The Mayor wished Councilmember Koss a happy belated birthday as well as other staff members who share a May birthday.

Mayor Blake thanked everyone for reaching out to check on his father.

Additionally, he shared some photos from events he recently attended including Cocoa High School's graduation, a conference in Panama City, an event that recognized his father for a Retired Educator's Award, a tour held at City Hall for exchange students from Finland and another event for Cocoa PAL.

XI. Adjournment:

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to adjourn the Regular meeting of May 27, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:01 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

COCOA
FLORIDA

CITY COUNCIL FIRST READING

March 27, 2025

Pluckebaum Clearlake

Preliminary Planned Unit Development (PUD) Application

COCOA
FLORIDA

Request
Preliminary Planned Unit Development Review

COCOA
FLORIDA

- Consideration of a Preliminary Planned Unit Development (PUD) consistent with Appendix A, Zoning, Article XI, Section 17, for a 230 single-family residential subdivision on +/- 76.21 acres of property located at the northwest corner of Pluckebaum Road and Clearlake Road in the City of Cocoa
- The site plan accounts for 76.21+/- acres
- The applicant is proposing a 230-lot, single-family detached subdivision

SITE PLAN 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

This form is divided into steps, which will help you prepare your application and provide supplemental items. A pre-application meeting with Staff is recommended.

All applications MUST be complete in order to be reviewed by staff. Incomplete applications will be returned.

Please TYPE or PRINT this application legibly.

1. Type of Application: (select the one that best describes your project)

- Minor Amendment
  - Any site plan amending a previously approved site plan or existing development by 25% or less, being that any structural or impervious surface area is increased by 25% or less of the existing amount of structure or impervious surface area.
  - Notwithstanding, any site plan containing a structure greater than 50 feet in height shall be subject to the site plan submittal requirements of a large-scale review.
- Small-Scale
  - Any multi-family structure or combination of structures containing less than 25 units and less than 45,000 square feet; or
  - Any non-multi-family structure or combination of structures less than 45,000 square feet.
  - Notwithstanding, any site plan containing a structure greater than 50 feet in height shall be subject to the site plan submittal requirements of a large-scale review.
- Large-Scale
  - Any multi-family structure or combination of structures containing greater than or equal to 25 units and greater than or equal to 45,000 square feet; or
  - Any non-multi-family structure or combination of structures of greater than or equal to 45,000 square feet.

2. Project Name: _____

3. Applicant Information: * NOTE: For Large-Scale the Applicant is the main contact and must attend the meeting.

Company (if applicable): _____
Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone #: _____ Fax #: _____
Mobile #: _____ E-mail: _____

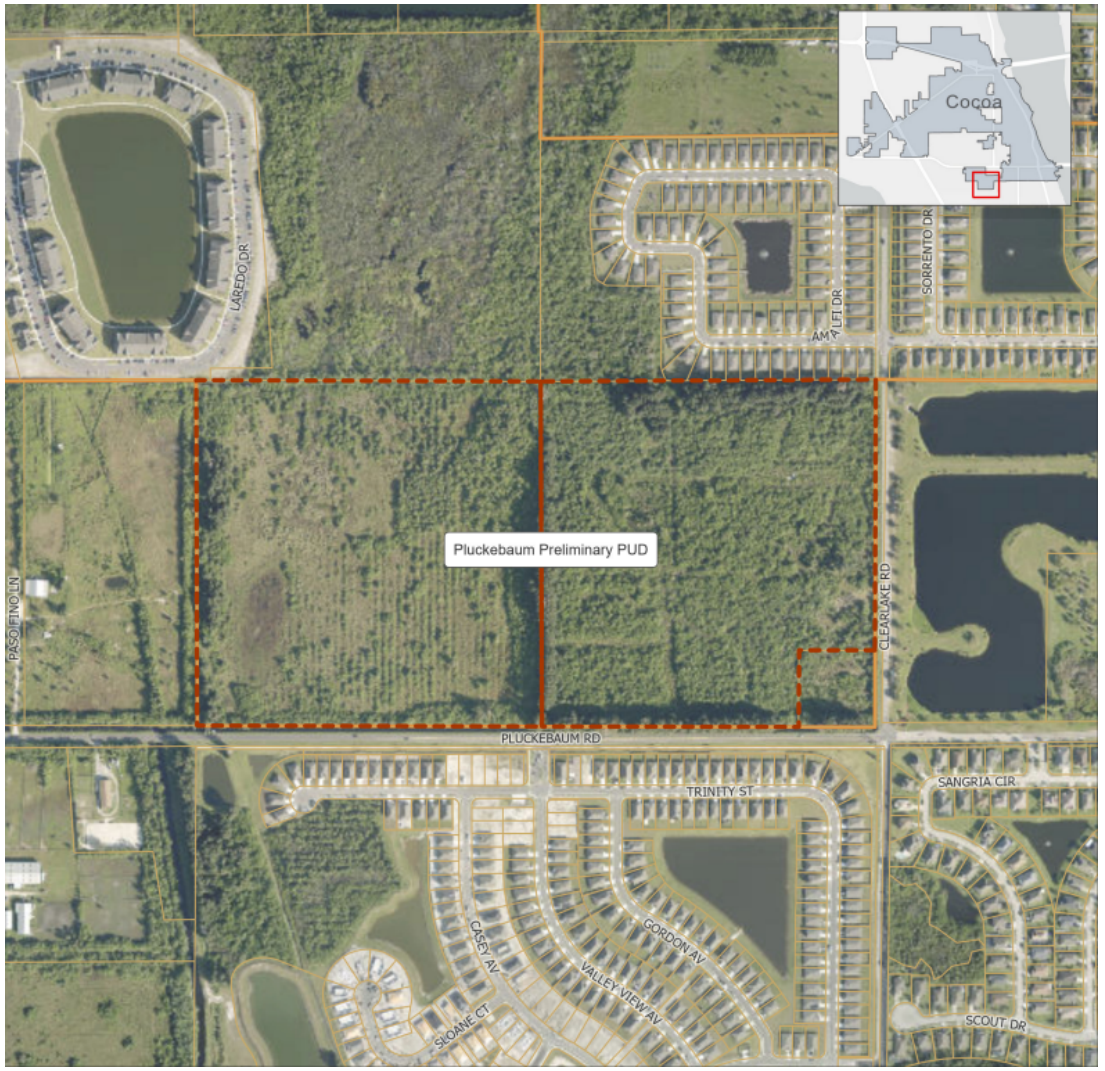
Rev: 5-25-2023

- Page 1 of 8 -

Property Location

COCOA
FLORIDA

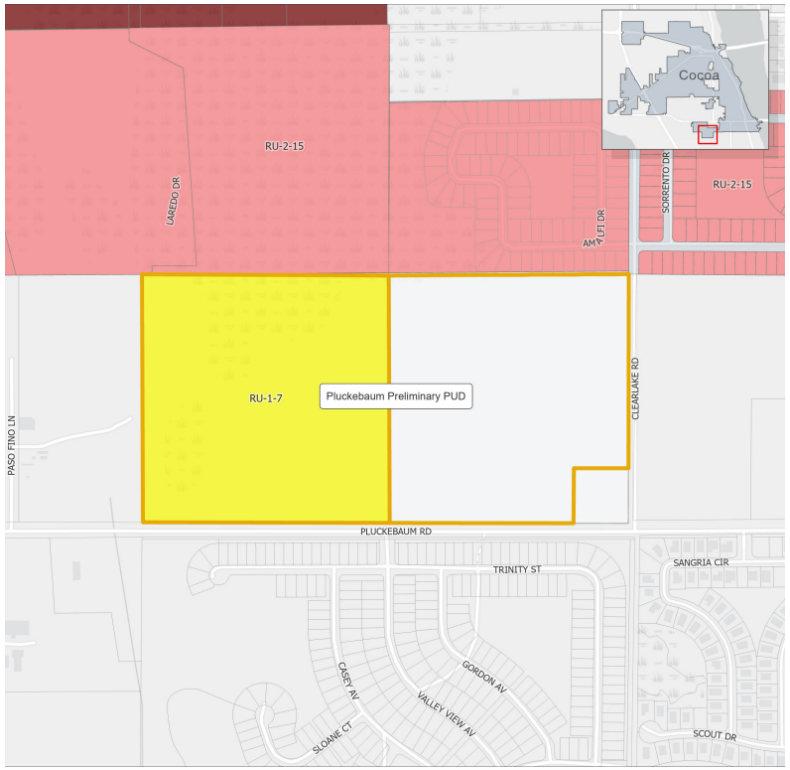
- located at the northwest corner of Pluckebaum Road and Clearlake Road
- South of Lakeside Palms subdivision
- East of Barks and Recreation Park

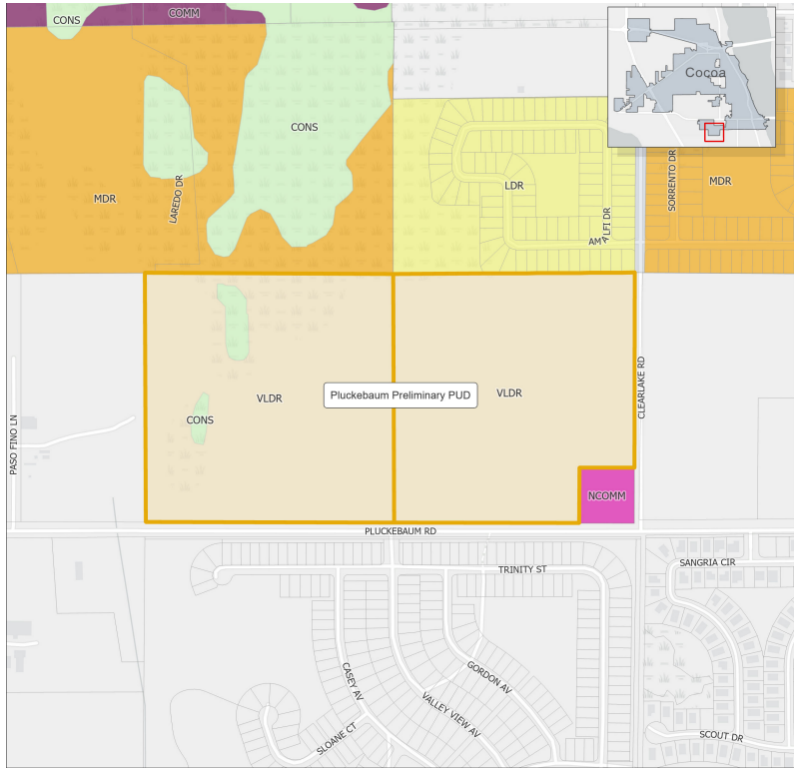


Zoning & Future Land Use

COCOA
FLORIDA

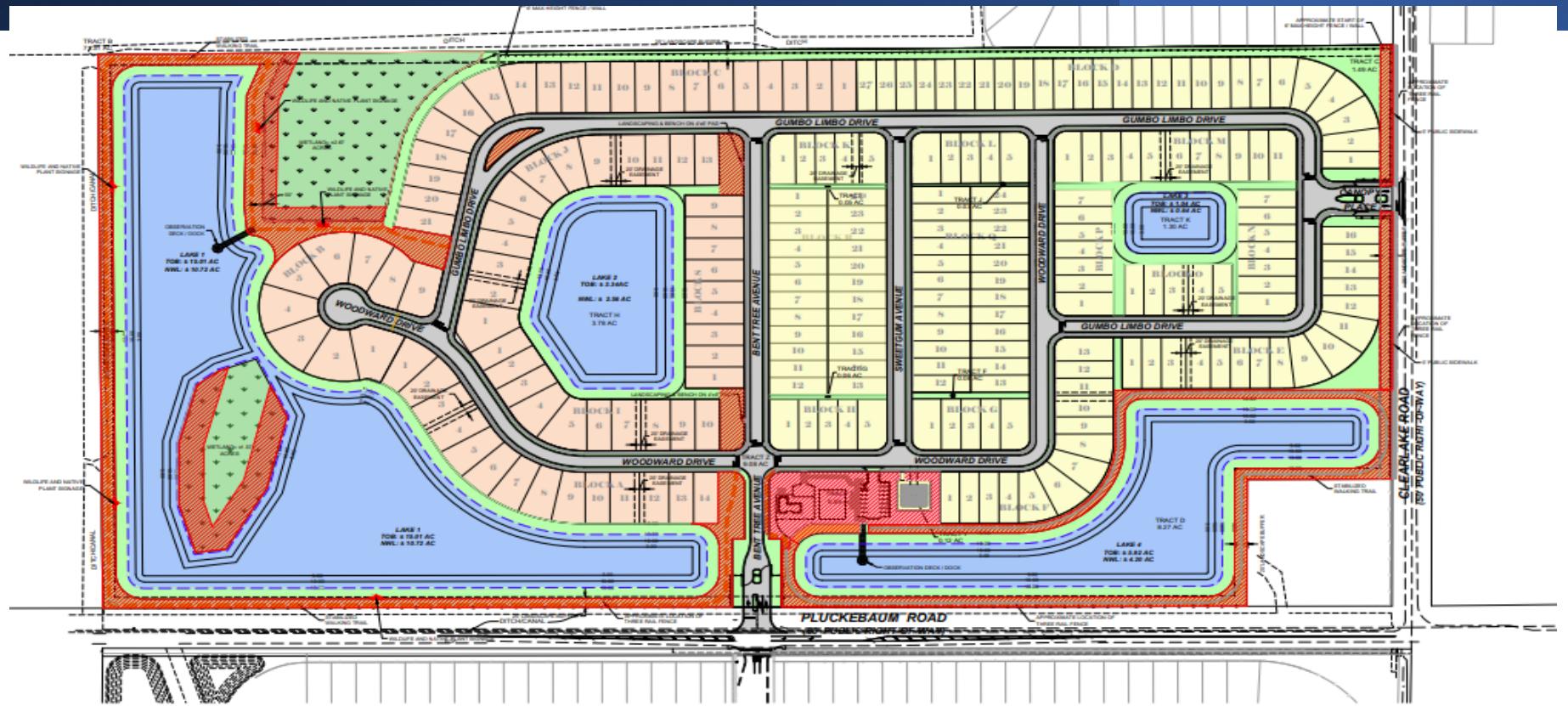
- Current Zoning category is Single-Family Residential District (RU-1-7)
- Future Land Use Designation is Very Low Density Residential (VLDR)





Conceptual Plan

COCOA
FLORIDA



AREA USED TO SATISFY OPEN SPACE REQUIREMENT

OPEN SPACE CALCULATION:

REQUIRED OPEN SPACE = 20% OF SITE LESS WETLAND AREAS = 14.39 ACRES REQUIRED

50% CAN COME FROM LAKES (IF LAKES ARE AMENITIZED), WET DETENTION LAKES TO BE STOCKED WITH NATIVE FISH SPECIES IN ACCORDANCE WITH FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSIONS GUIDELINES = 14.39 x 0.50 = 7.20 ACRES

ACTIVE OPEN SPACE AREAS PROVIDED:
WALKING TRAIL AROUND SW LAKE PLUS 50' INTO WETLAND = 3.14 ACRES
AMENITY CENTER: TOT LOT/ BEACH = 1.00 ACRES
WALKING TRAIL AROUND SE LAKE = 1.03 ACRES
LANDSCAPE TRACTS W/ BENCH = 0.39 ACRES
LOOKING 50' INTO SW WETLAND = 0.88 ACRES
LANDSCAPE BUFFER ADJACENT TO CLEARLAKE RD SIDEWALK = 0.43

TOTAL OPEN SPACE PROVIDED = 14.67 ACRES

TRACT TABLE

PARCEL ID	TRACT USE	AREA (SQFT)	AREA (ACRES)	OWNER AND MAINTENANCE
TRACT A	STORM WATER, OPEN SPACE, LANDSCAPING	901,998	20.71	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT C	OPEN SPACE, LANDSCAPING	64,765	1.49	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT D	OPEN SPACE, LANDSCAPING	360,360	8.27	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT E	OPEN SPACE, LANDSCAPING, RECREATION, TOT LOT	38,842	0.89	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT F	OPEN SPACE, LANDSCAPING, DRAINAGE	3,600	0.08	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT G	OPEN SPACE, LANDSCAPING, DRAINAGE	2,400	0.06	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT H	STORM WATER, OPEN SPACE, LANDSCAPING, DRAINAGE	164,522	3.78	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT I	OPEN SPACE, LANDSCAPING, DRAINAGE	2,269	0.05	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT J	OPEN SPACE, LANDSCAPING, DRAINAGE	1,016	0.03	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT K	STORM WATER, OPEN SPACE, LANDSCAPING, DRAINAGE	66,704	1.30	HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS
TRACT Y	LIFT STATION, LANDSCAPING	5,134	0.12	CITY OF COCOA
TRACT Z	PRIVATE RIGHT OF WAY	396,077	9.08	
	SUB TOTAL -	1,997,684	45.86	
	SINGLE FAMILY LOTS	1,322,209	30.35	HOME OWNERS
		3,319,873	76.21	

AMENITIES
THE DEVELOPMENT WILL FEATURE A MANMADE BEACH AREA NEXT TO THE PREMIERE LAKE LOCATED NEAR THE PLUCKEBAUM ROAD ENTRANCE. THE BEACH AREA WILL FEATURE A COMMUNITY GATHERING SPACE FOR RESIDENTS TO ENJOY PASSIVE RECREATION ACTIVITIES SUCH AS LOUNGING, PLAYING FRISBEE, PICNICKING, AND WALKS. THE LARGE LAKE SYSTEM WILL BE STOCKED WITH NATIVE FISH SPECIES TO PROMOTE FISHING ACTIVITIES FOR BOTH CHILDREN AND ADULTS AND A STABILIZED TRAIL SYSTEM AROUND THE LAKES WILL PROVIDE A SERENE AND TRANQUIL WALKING/RUNNING/BIRD WATCHING OPPORTUNITIES FOR RESIDENTS AND GUESTS OF THE COMMUNITY. THE COMMUNITY WILL ALSO HAVE A TOT LOT AND A SEPARATE POOL WITH CABANA FOR THE RESIDENTS AND GUESTS.

Conceptual Plan

- The project proposes two (2) different single family detached lot types: 40-foot wide and 50-foot wide. Of the 230-lots, 154 lots are 40-foot wide, and 3 lots are 50-foot wide
- A total of 14.67 acres will be provided of Open Space with amenities
- The site contains a significant area of jurisdictional wetlands, with 42.8 acres proposed for impact. The Applicant's analysis demonstrates the wetlands are low quality due to exotic vegetation infestation. The proposed development includes restoration efforts to remove exotics and enhance remaining wetlands, improving habitat quality for protected species.

Elevations

COCOA
FLORIDA

Comprehensive Plan Consistency

- Policy 1.1.5.1: The PUD complies with FLU Policy 1.1.5.1 relating to neighborhood protection via the proposed layout, perimeter buffers and density consistent with the surrounding neighborhoods.
- Transportation Element Objective 2.1.2: The PUD complies with Transportation Element Objective 2.1.2 as the application provides a traffic study demonstrating transportation concurrency and available roadway capacity
- Conservation Element Objective 12.1.5 and 12.1.6: Through mitigation of environmental impacts off-site, as well as exotic removal and enhancement of the remaining on-site preserves, the application is consistent with Conservation Element Objective 12.1.6 and its sub-policies relating to protection of native vegetation communities, and Objective 12.1.5 and supportive policies relating to protection of endangered species.

Pluckebaum Clearle Preliminary PUD
Recommend Conditions

COCOA
FLORIDA

1. The Final PUD Site Plan must be in substantial compliance with the Preliminary PUD Site Plan dated and attached as Exhibit A.
2. Elevations of dwelling units must comply with Exhibit B. Adjacent lots shall not have the same elevation and color scheme as the dwelling unit on the directly abutting lot(s)
3. Final Site Plans must depict open space calculations in accordance with Zoning Ordinance, Article XI, Section 17(G)(2) in substantial compliance with Exhibit C.
4. A 5-foot-wide sidewalk must be installed on the Clearlake Road frontage and reviewed at the time of Final PUD to ensure no impacts to drainage conveyances.
5. A drainage easement on the western boundary of the PUD shall be dedicated to the public. The width of the drainage shall be determined at the time of Final PUD.
6. If flood compensation is not provided as part of the Final PUD design, the applicant must, demonstrate the proposed project will not increase offsite flooding by performing a detailed study of the surrounding watershed. The detailed study must be based upon a methodology approved by the Public Works Department.

Pluckebaum Clearle Preliminary PUD
Staff Recommendation

COCOA
FLORIDA

- Staff recommends that the Planning & Zoning Board recommend **APPROVAL WITH CONDITIONS** to City Council of the Preliminary Planned Unit Development (PUD)

- Planning & Zoning Board recommended **APPROVAL WITH CONDITIONS** during May 7th meeting

CITY COUNCIL AGENDA ITEM

Memo Date:	August 7, 2025
Agenda Date:	August 12, 2025
File ID:	2025-818
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the June 10, 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 June 10, 2025 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

June 10, 2025

A Regular City Council Meeting was held on Tuesday, June 10, 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.

Chief Lamm provided the invocation, and Commander Dovale 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; Rebecca Bowman, 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; Lorne Stinnett, HR Director; Rob Beach, Chief Technology Officer; and Dalyn Sims, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of June 10, 2025. (2025-429).

* **MOTION by Councilmember Goins; Seconded by Mayor Blake to approve the agenda for the Regular City Council meeting of June 10, 2025 with an amendment to add a presentation to Mayor Blake from Rockledge Youth Football.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: (a) Town Hall Meeting of March 25, 2025. (2025-430).

Minutes: (b) Town Hall Meeting of April 24, 2025. (2025-534).

* **MOTION by Councilmember Koss; Seconded by Councilmember Goins to approve the minutes for the Town Hall Meeting of March 25, 2025 and the Town Hall meeting of April 24, 2025 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

II. Awards and Presentations:

1. Presentation to Mayor Blake and the Blake family by the Rockledge Youth Football organization. **(Walk-on Item)**

Courtenay Blunt, on behalf of the Rockledge Youth Football organization, offered their deepest condolences to the Blake family regarding the passing of Mayor Blake's father, Dick Blake. She, along with Councilmember Goins, presented the Mayor with a token of appreciation for his family.

2. Proclamation recognizing Aging Matters for 60 years of service in Brevard. (2025-522). (Mayor Blake)

Deputy Mayor Weeks read the proclamation into the record.

IV. Delegations:

Celeste Corrado, talked about the fundamental rights to speak and spoke about the May 13, 2025 Council meeting. She believes Councilwoman Koss was prevented from being able to vote on a very important decision. By excluding her vote, she feels that her district has no representation and asked that Council consider reinstating her ability to vote.

City Attorney Garganese provided clarification regarding the Florida Commission on Ethics standing on Councilwoman Koss's ability to vote on Ordinance 03-2025.

Councilwoman Koss spoke to this and provided further clarification as to what the Commission has based their decision on. She does not necessarily agree with the decision; however, she will recuse herself this evening and abide by their ruling. She added that she is hoping for the best tonight.

V. Consent Agenda:

1. To Approve Amendment 1 to Task Order 2024-01 under Continuing Services Agreement RFQ-23-12-COC with Kimley-Horn and Associates, Inc. in the amount of $53,436 for Engineering Services for the South Courtenay Parkway Water Main Replacement Project; To Approve a Resolution Amending the FY2025 Budget, BAF 25-067-IFT. (2025-490). (Utilities Director)

2. Approve BAF 25-064-T to shore up Fire Department Overtime Budget for the rest of the year. (2025-491). (Finance Director)

3. Approve the Purchase of an ILA ALPHA EAGLE Boom Mower with attachments utilizing Florida Sheriff's Association Contract FSA23--EQU21.0. Approve a Resolution Amending the FY25 Budget, BAF#25-070-A, in the amount of $330,422. (2025-521). (Public Works Director)

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Weeks 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 second 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. (2025-528). (City Manager)

   Mayor Blake wished to read a portion of the Ordinance out loud in order to establish an understanding of the item as a whole. He

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

   Ordinance No. 03-2025

   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.

   City Attorney Garganese explained the changes that staff is asking Council to consider.

   Councilmember Koss stated that she is recusing herself based on the Ethics Commission's ruling.[1]

   Deputy Mayor Weeks shared that she would like to remove Subsection F from the Ordinance.

   Mayor Blake opened the hearing to the public.

[1] Exhibit A: Councilmember Koss submitted a Form 8B

Greg Henry, 1907 N. Indian River Dr., Cocoa, spoke about the conflict of interest and that he did not understand the ruling. Additionally, he spoke about his concerns regarding Subsection F in the Ordinance and provided some suggestions for the Council to consider.

Janice Smith, 2107 Clairemont Dr., Cocoa, shared that she lives just west of Indian River Drive and east of US1. They do not have sewer service at the moment but are hopeful that they will be able to connect in the future. She talked about her concerns regarding the mandatory hookup ordinance and the responsibility of the cost overruns on the homeowners.

Keith Wood, 2125 N. Indian River Dr., Cocoa, spoke about his time in the military and the opportunity it gave him to learn how to make things work with what was given to him. He does not feel it is fair for those who have already connected to advanced septic and now have to abandon that to connect to sewer. He asked Council to slow down and consider the homeowners who have recently connected to advanced septic.

City Attorney Garganese provided an explanation as to how this Ordinance came about. He explained the Florida Law on requiring mandatory hookups and stated that the City does not have a blanket ordinance in place to require mandatory hookups which is why this has come before Council.

Frank Sullivan, 1705 N. Indian River Dr., Cocoa, has lived in Cocoa for many years. He is retired and does not have a lot of extra money to pay for the unknown costs of this project. He does not want to be treated differently simply because he lives on Indian River Drive.

Tammy Carter, 1809 Indian River Dr., Cocoa, shared her concern that Council keeps calling this Ordinance a framework. If it’s a framework, is it binding? Additionally, if it’s a framework, why is Councilwoman Koss excluded from the vote? She asked for clarification regarding the two classifications identified in the ordinance and the Utility Director’s ability to make exemptions. She also pointed out that on the City’s website it says that an assessment will be done in 2026.

In response, City Manager Whitten shared that this is a guesstimate at a timeline, but it is not set in stone. Furthermore, City Attorney Garganese provided clarification as to why the ordinance is written the way it is.

Celeste Corrado, 2606 N. Indian River Dr., Cocoa, stated that no one wants to be forced into a decision. She spoke about the House Bill and pointed out that the House Bill gives options to homeowners but the language in this ordinance is restrictive. The

homeowners feel they have been backed into a corner and that's why Council is experiencing so much energy from the residents.

Ms. Corrado also spoke on behalf of Gary Aguinaga who could not be here this evening. She read his concerns into the record and shared that he has questioned the special benefits.

Councilmember Goins asked Ms. Corrado if she in support of septic or sewer. In response, Ms. Corrado shared that she is in favor of advanced septic if it makes sense, however she is also in favor of the sewer connection because that seems to be a good option as well.

Bill Riddle, 2130 N. Indian River Dr., Cocoa, talked about the history of the river and shared that as of late he has seen the river improving. He asked what everyone else on the lagoon is doing to address this problem. He asked for clarification on some of the language in the ordinance and talked about the homeowners who have septic.

Tank Sherman, 1125 N. Indian River Dr., Cocoa, shared that things have changed over the years and he applauded the Council for addressing the problem. This has been going on for twenty-nine years and he understands that it is a difficult decision. The project is necessary for the safety and benefit of the public, however he feels that some of the language is contradictory. He added that if everyone benefits from this, then everyone should pay for it.

Jeanne Day, 855 N. Indian River Dr., Cocoa, asked Council to modify the language in the ordinance. The residents love the Indian River Lagoon, so much so that they live on it. She pointed out that the Indian River Lagoon did not vote for Council, she did and is Council's constituent. She feels she has an obligation to Council and they have one to her. She asked that Council consider striking Subsection F from the ordinance. She stated that this is not a win-win situation. The win-win solution would be for Council to operate within the budget they have, and not to overspend and pass that cost onto the homeowners.

Todd Riggs, Indian River Dr., Cocoa, spoke on behalf of Linda Dolphin who could not be here this evening. He referenced an email she wrote to Council and shared her questions about the fairness of this process and the City's policies. She would like to see Subsection F struck from the ordinance.

Mr. Riggs spoke about the meaning surrounding the book Common Sense that was written by Thomas Paine. In order to move forward, he feels that we need to figure out the numbers and go from there. Additionally, he would like Council to consider striking Subsection F from the ordinance.

Astrid Heard, 861 N. Indian River Dr., Cocoa, spoke about her issues with the ordinance. She would like to see Subsection F removed and for an amendment to be made to Subsection C to abandon their septic instead of removing it.

Michael Biggs, 859 N. Indian River Dr., Cocoa, shared that this is his first meeting. His neighbor explained to him Subsection F and the cost overruns of the project. He did not believe this explanation was correct and is surprised to hear that it is this evening. He feels that the cost should be shared by the City as a whole as they all benefit from this.

Sara Spradlin, 925 N. Indian River Dr., Cocoa, thanked the Mayor for voting against this monstrosity. She is very stressed about this and has lived in the area for approximately fifty years. She thanked the City Attorney as well.

Xavier Rivera, 2131 Indian River Dr., Cocoa, talked about the financial impacts of this project. He asked Council to consider amending the ordinance and provided several suggestions to various sections that he has concerns with.

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

Deputy Mayor Weeks expounded on her stance to strike Subsection F from the ordinance. She talked about the real estate market and assessments hanging over homes. She feels that at this point in time, it should be removed and possibly revisited later. This will also help to provide some peace of mind to the homeowners.

* **MOTION by Deputy Mayor Weeks to approve Ordinance 03-2025 with amendments to remove Subsection F and amend the language on Page 7 and 8 to say "…discontinue and abandon or remove" and under Section C to say "affected property owner shall make the connection and discontinue and abandon or remove."**

Motion died for a lack of second.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve Ordinance 03-2025 with amendments to amend the language under Subsections C and M to say "…discontinue and abandon or remove", with discussion.**

Councilmember Hearn asked Mayor Blake if he would consider amending his motion to approve the advancement of the septic system.

* **MOTION by Mayor Blake; Seconded by Councilmember Goins to approve Ordinance 03-2025 with amendments to amend the language under Subsections C and M to say "…discontinue and abandon or remove."**

THE VOTE ON THE MOTION WAS:

AYES: Weeks

NAYES: Blake, Hearn Goins

THE MOTION FAILED (1-3)

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to approve the advancement of the advanced septic system, for discussion.**

Deputy Mayor Weeks expressed that she is floored at this decision. This is not forward thinking and the majority of property owners do want this project, they just don't want the cost unknowns hanging over their heads.

City Manager Whitten added that he would ask for a motion to direct staff to apply for the advanced septic grants. Negotiations would then be held with SOIRL for advanced septic instead of the sewer project. Staff would also then be directed to rescind the application for grant funding that has already been submitted for the sewer project.

Deputy Mayor Weeks asked Council if there is anything that can be done to get the septic to sewer project to move forward.

Councilmember Goins shared that he sees it two ways: either keep Subsection F, or they add language for a 60/40 split with the City so the City has skin in the game. It was clarified that the residents would be responsible for forty percent of the cost overruns, not the overall cost of the project.

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to take a ten-minute break.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION PASSED UNANIMOUSLY (4-0)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Weeks to return from the break.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION PASSED UNANIMOUSLY (4-0)

Mayor Blake stated that he would like to ask for Council's consensus to withdraw the motion to approve the advancement of the advanced septic system and go back to the motion to approve Ordinance 03-2025 with amendments to amend the language under Subsections C and M to say "…discontinue and abandon or remove" and leave Subsection F in the ordinance.

* **MOTION by Mayor Blake; Seconded by Councilmember Hearn to reconsider the motion to approve Ordinance 03-2025 with amendments to amend the language under Subsections C and M to say "…discontinue and abandon or remove" and leave Subsection F included in the Ordinance.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION PASSED UNANIMOUSLY (4-0)

* **MOTION by Councilmember Hearn; Seconded by Mayor Blake to approve Ordinance 03-2025 on Second and Final Reading with an amendment to the language under Subsections C and M to say "…discontinue and abandon or remove" and leave Subsection F included in the Ordinance.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn

THE MOTION PASSED UNANIMOUSLY (4-0)

VII. Council Business:

1. Discuss and provide direction on (1) museum operations; (2) program and exhibit development; (3) facility maintenance and capital improvements; and (4) volunteer recruitment and development for the Leon and Jewel Collins Museum of African American History and Culture. (2025-518). (Community Services Director)

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Weeks to table this item to the July 8, 2025 City Council meeting.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Consider Approval of a Donation Application Request in the amount of $1,000 dollars for Marine Resources Council. (2025-492). (City Clerk)

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

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. Informational Agenda:

1. Data showing the relation between the estimated and actual income and expenses to date. (2025-524). (Finance Director)

2. FY 2025 May Budget Adjustment Report (2025-525). (Finance Director)

3. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (2025-526). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2025-531). (City Clerk)

5. Bi-Weekly Report for May 8, 2025-May 22, 2025. (2025-533). (City Manager)

X. Reports:

Deputy Mayor Weeks shared photos from events she recently attended. She spoke about the IEMO conference and shared it was a great event. Additionally, she shared that she is very proud to announce that Sherriff Wayne Ivey thought she had the best speech at the Mayor's Breakfast and thanked Samantha Senger for her help with writing the speech.

Councilmember Goins shared photos from events he recently attended and talked about the museum. He shared that he tabled the item tonight because most of the people who wanted to speak about it are not here.

Deputy Mayor Weeks suggested that Councilmember Goins ask Lead Brevard to take a look at this and see if there is anything they can do to help.

Councilmember Koss shared that the median near SR520 and Fiske Boulevard needs some work. It's a bit of a blighted area and she would love to make a better impression there. Additionally, she asked that an item be brought to City Council at the next meeting to talk about bringing back the Utilities Advisory Board.

Councilmember Hearn talked about an Emergency Management conference he recently attended and connected with Chief Lamm there as well. He shared that he is proud of staff and proud of Chief Lamm for representing the City of Cocoa.

Mayor Blake shared that he is very proud of the City and of City Council because although they may agree to disagree, they are moving the City forward.

XI. Adjournment:

* **MOTION by Deputy Mayor Weeks; Seconded by Councilmember Hearn to adjourn the Regular meeting of June 10, 2025.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:26 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 COUNTY Cocoa	NAME OF POLITICAL SUBDIVISION: City of Cocoa
DATE ON WHICH VOTE OCCURRED 6/10/2025	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 June 10, 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:

This vote was for an ordinance that creates a framework to implement septic to sewer projects. The changes were triggered by the J & K Septic to Sewer project of which I am one of 88 homeowners.

The ethics commission has provided me guidance that I must recuse myself based on an estimate of how much my property would cost to hook up to sewer. The estimate was significantly less than the staff estimates done in 2022. Therefore, the commission believes I have a special private gain or loss.

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.

6/10/2025
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 22, 2025
Agenda Date:	August 12, 2025
File ID:	2025-731
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Proclaim the month of August as National Black Business Month.

BACKGROUND:

National Black Business Month Proclamation

PRIORITY AREA CONNECTION:

Economic and Community Development
Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Proclaim the month of August as National Black Business Month.

PROCLAMATION

WHEREAS, *National Black Business Month was created in 2004 by historian John William Templeton and engineer Frederick E. Jordan Sr. to bring attention to the needs of more than two million Black-owned businesses operating across American; and*

WHEREAS, *Black Business Month is celebrated annually during the month of August, as a time when individuals and businesses recognize Black-owned businesses across the country; and*

WHEREAS, *during Black Business Month, local government officials, community leaders and venture capitalists are encouraged to focus efforts on supporting Black-owned businesses and creating a more hospitable environment in which Black-owned businesses can grow; and*

WHEREAS, *Black-owned businesses are essential to our flourishing communities and culture as they support families and provide careers to Floridians across the State; and*

WHEREAS, *the City of Cocoa honors the historic and contemporary achievements of Black entrepreneurs and acknowledges their vital role in creating jobs, expanding the tax base, and enriching Cocoa's cultural and commercial landscape.*

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

"National Black Business Month."

WHEREFORE, I have hereunto set my hand and caused the seal of the City of Cocoa to be affixed this 12th day of August 2025.

_____

Mayor

ATTEST:

_____

City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	July 9, 2025
Agenda Date:	August 12, 2025
File ID:	2025-633
Prepared By:	John Perrin, Senior Engineer
Through:	John Walsh, Utilities Director
Requested Action:	To Approve the First Amendment to Purchase Agreement to RFQ-20-18-COC with Hinterland Group, Inc., and to Approve the Second Amendment to Purchase Agreements to RFQ-20-18-COC with Atlantic Development of Cocoa, Inc., and Danus Utilities, Inc. for General Contractor – Utility Systems Services.

BACKGROUND:

On October 27, 2020, City Council approved the award of RFQ Q-20-18-COC and authorized the City Manager to execute the Continuing Services Agreements with the following three short-listed firms:

- Atlantic Development of Cocoa, Inc. (Atlantic)
- Danus Utilities, Inc. (Danus)
- Southern Underground Industries, Inc. (Southern).

Agreements were entered into on November 9, 2020 and November 10, 2020 with Atlantic and Danus, respectively, with the option to renew for up to two additional two-year renewal periods with the same terms and conditions.

On April 11, 2023, City Council authorized the City Manager to terminate the Continuing Services Agreement under RFQ Q-20-18-COC with Southern.

On June 6, 2023, City Council awarded a continuing services agreement to Hinterland Group, Inc. (Hinterland), and authorized the execution of the First Amendment to Purchase Agreements with Atlantic and Danus under RFQ Q-20-18-COC.

Staff recommends approval of the First Amendment to renew the agreement with Hinterland, and approval of the Second Amendment to renew the agreements with Atlantic and Danus for the final two-year renewal period effective through November 9, 2027 for Hinterland and Danus, and through November 8, 2027 for Atlantic.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? N/A

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

PREVIOUS ACTION:

October 27, 2020, City Council approved the award of RFQ Q-20-18-COC and authorized the City Manager to execute the Continuing Services Agreements with the three short-listed firms, Atlantic, Danus, and Southern.

On April 11, 2023, City Council authorized the City Manager to terminate the Agreement for Utilities General Construction Contractor, dated November 9, 2020, with Southern Underground Industries, Inc. under RFQ Q-20-18-COC.

On June 6, 2023, City Council authorized the First Amendment to Purchase Agreements with Atlantic and Danus under RFQ Q-20-18-COC, and awarded RFQ Q-20-18-COC, General Contractor - Utility Systems, to Hinterland.

RECOMMENDED MOTION:

To Approve the First Amendment to Purchase Agreement to RFQ-20-18-COC with Hinterland Group, Inc., and to Approve the Second Amendment to Purchase Agreements to RFQ-20-18-COC with Atlantic Development of Cocoa, Inc., and Danus Utilities, Inc. for General Contractor – Utility Systems Services.

Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8844
www.CocoaFL.gov

CITY OF COCOA
AMENDMENT TO AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR SERVICES
1ST AMENDMENT
HINTERLAND GROUP, INC.
RFQ NO. 20-18-COC-D

This 1st Amendment to the "AGREEMENT FOR UTILITIES GENERAL CONSTRUCTION CONTRACTOR SERVICES" is made between the City of Cocoa and Hinterland Group, Inc. located at 5580 State Road 524 Cocoa, Florida 32926.

The agreement entered into on June 6, 2023, is hereby amended to renew for the first and final renewal option available for one (1) two-year renewal, commencing on November 10, 2025, and terminating on November 9, 2027.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

HINTERLAND GROUP, INC.

By: Chase Rogers
(Name) Printed

Chief Operating Officer
(Title)

Signature Date 6/27/25

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

CITY OF COCOA

By: ~~Stockton Whitten~~ Michael C. Blake
(Name) Printed

~~City Manager~~ Mayor
(Title)

Signature Date

CC: Monica Arsenault, City Clerk
John A. Walsh, P.E. Utilities Director
Brian Dale, Purchasing Manager

ATTESTED BY: CITY CLERK

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd., Riviera Beach, Florida 33404 on this 20 day of JANUARY, 2025.

The President called the meeting to consider the following business: The authorization of Chase Rogers, Julie Gwinner, and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers, Julie Gwinner, and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

Dated: JANUARY 20, 2025

Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of JANUARY, 2025 by DANIEL DUKE III.

Notary Public

LORI GUILD
MY COMMISSION # HH 298713
EXPIRES: August 9, 2026

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd., Riviera Beach, FL 33404 • Ph 561-640-3503 • Fax 561-640-3504

COCOA
FLORIDA

Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8844
www.CocoaFL.gov

CITY OF COCOA
AMENDMENT TO AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR SERVICES
2ND AMENDMENT
ATLANTIC DEVELOPMENT OF COCOA, INC.
RFQ NO. 20-18-COC-A

This 2nd Amendment to the "AGREEMENT FOR UTILITIES GENERAL CONSTRUCTION CONTRACTOR SERVICES" is made between the City of Cocoa and Atlantic Development of Cocoa, Inc. located at 2185 West King Street, Cocoa, Florida 32926.

The agreement entered into on November 9, 2020, is hereby amended to renew for the second renewal option available for one (1) two-year renewal, commencing on November 9, 2025, and terminating on November 8, 2027.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ATLANTIC DEVELOPMENT OF COCOA, INC.	**CITY OF COCOA**
By: Glenn S. Grignon	**By:** ~~Stockton Whitten~~ Michael C. Blake
(Name) Printed	(Name) Printed
Vice President	~~City Manager~~ Mayor
(Title)	(Title)
Glen S. Grignon 07/08/2025	
Signature Date	Signature Date

CC: Monica Arsenault, City Clerk
John A. Walsh, P.E. Utilities Director
Brian Dale, Purchasing Manager

ATTESTED BY: CITY CLERK

COCOA
FLORIDA

Finance Department, Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8844
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CITY OF COCOA
AMENDMENT TO AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR SERVICES
2ND AMENDMENT
DANUS UTILITIES, INC.
RFQ NO. 20-18-COC-B

This 2nd Amendment to the "AGREEMENT FOR UTILITIES GENERAL CONSTRUCTION CONTRACTOR SERVICES" is made between the City of Cocoa and Danus Utilities, Inc. located at 2320 Beardall Avenue, Sanford, Florida 32771.

The agreement entered into on November 10, 2020, is hereby amended to renew for the second and final renewal option available for one (1) two-year renewal, commencing on November 10, 2025, and terminating on November 9, 2027.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

DANUS UTILITIES, INC.	CITY OF COCOA
By: Daniel J Pardus	By: ~~Stockton Whitten~~ Michael C. Blake
(Name) Printed	(Name) Printed
President	~~City Manager~~ Mayor
(Title)	(Title)
Signature 6/25/2025 Date	Signature Date

CC: Monica Arsenault, City Clerk
John A. Walsh, P.E. Utilities Director
Brian Dale, Purchasing Manager

ATTESTED BY: CITY CLERK

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 9th day of November, 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **ATLANTIC DEVELOPMENT OF COCOA, Inc.** 2185 West King Street, Cocoa, Florida 32926, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing 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, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility 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. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Utility Contractor to provide the construction services approved by Task Authorization by the City.

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. "Utility Contractor" shall mean **Atlantic Development of Cocoa Inc.,** and its principals, employees, resident project representatives (and assistants).

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

E. "Reimbursable Expenses" shall mean the actual expenses incurred by Utility Contractor or Utility Contractor'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 expenses the City agrees to reimburse by Task Authorization.

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

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor 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, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the form attached to the Agreement **Exhibit "B"** and

approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

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 Utility Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Utility Contractor will negotiate any change in total cost or schedule modifications. If the City and Utility Contractor approve any change(s), the Task Authorization will be modified in writing to reflect the change(s); and Utility Contractor shall be compensated for said service(s) in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Utility Contractor's designated representative.

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor 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 Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Utility Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that billed Utility Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Utility Contractor shall submit to the City a copy of any written invoice received by Utility Contractor 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 Utility Contractor'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 Utility Contractor 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 Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Utility Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

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 Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. Furthermore, the City shall not have control or charge of construction means, methods,

techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

8.3 Furnishing of Labor, Materials, etc. Utility Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Task Authorization. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with any provided survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Projects; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involve modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

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

10.0 INSURANCE

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

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Utility Contractor shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

C. The Utility Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Utility Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Utility Contractor 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 Utility Contractor 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 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Utility Contractor 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 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

any other provision of this Agreement, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, 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, Utility Contractor 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, Utility Contractor 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 Utility Contractor 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 City or the Utility Contractor. 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 Utility Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility Contractor 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. Utility Contractor 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, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility Contractor 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 Utility Contractor 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of 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 Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility Contractor 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 Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility Contractor 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 Utility Contractor 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 Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility Contractor. 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 Utility Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Utility Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein 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 adoption by the Utility Contractor, 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 Utility Contractor.

14.3 The Utility Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Utility Contractor agrees that to the extent any document produced by Utility Contractor under this Agreement constitutes a Public Record, Utility Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Utility Contractor, Utility Contractor 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 Utility Contractor who shall take immediate steps to remedy the situation.

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

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility Contractor 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 Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

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

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

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

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

17.7 Utility Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, 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. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, 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 Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 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; plague; pandemic; flood; windstorm; explosion; riot; ware; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 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.

19.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

20.0 HEADINGS

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

21.0 SEVERABILITY

21.1 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.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 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.

22.2 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.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

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

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

26.1 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.

27.0 ATTORNEY'S FEES

27.1 Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

28.0 COUNTERPARTS

28.1 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.

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility Contractor 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 in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Atlantic Development of Cocoa, Inc.

2185 West King Street
Cocoa, Florida 32926
Attention: _____
Phone: 321-639-8788

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

48.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

A. Utility Contractor 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 Utility Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Utility Contractor.

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

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

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

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

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Stockton Whitten, City Manager

ATTEST:

Carie Shealy, City Clerk

SEAL
FLORIDA

UTILITY CONTRACTOR:

Atlantic Development of Cocoa, Inc.:

By: _____
Print Name/Title: GLENN S. GRIGNON
VICE PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of **$**_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 2020.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 10TH day of NOVEMBER, 2020, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **DANUS UTILITIES, Inc.,** 2320 Beardall Avenue, Sanford, Florida 32771, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing 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, Utility Contractor participated in the selection and negotiation process and Utility Contactor was one of several contractors chosen by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, Utility Contractor is willing to provide such underground utility 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. This Agreement may be renewed by mutual agreement of the Parties for a maximum of two (2) separate two (2) year renewal terms.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Utility Contractor to provide the construction services approved by Task Authorization by the City.

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. "Utility Contractor" shall mean **Danus Utilities, Inc.,** and its principals, employees, resident project representatives (and assistants).

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

E. "Reimbursable Expenses" shall mean the actual expenses incurred by Utility Contractor or Utility Contractor'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 expenses the City agrees to reimburse by Task Authorization.

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

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor 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, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in

substantially in conformance with the form attached to the Agreement **Exhibit "B"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

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 Utility Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Utility Contractor will negotiate any change in total cost or schedule modifications. If the City and Utility Contractor approve any change(s), the Task Authorization will be modified in writing to reflect the change(s); and Utility Contractor shall be compensated for said service(s) in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Utility Contractor's designated representative.

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor 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 Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is

completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Utility Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that billed Utility Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Utility Contractor shall submit to the City a copy of any written invoice received by Utility Contractor 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 Utility Contractor'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 Utility Contractor 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 Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Utility Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

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 Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. Furthermore, the City shall not have control or charge of construction means, methods,

techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

8.3 Furnishing of Labor, Materials, etc. Utility Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or permitted by the applicable Task Authorization, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Task Authorization. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is

required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with any provided survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Projects; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involve modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

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

10.0 INSURANCE

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

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Utility Contractor shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

C. The Utility Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Utility Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Utility Contractor 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 Utility Contractor 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 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Utility Contractor 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 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding

any other provision of this Agreement, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, 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, Utility Contractor 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, Utility Contractor 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 Utility Contractor 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 City or the Utility Contractor. 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 Utility Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility Contractor 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. Utility Contractor 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, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility Contractor 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 Utility Contractor 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of 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 Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility Contractor 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 Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility Contractor 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 Utility Contractor 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 Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility Contractor. 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 Utility Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Utility Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein 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 adoption by the Utility Contractor, 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 Utility Contractor.

14.3 The Utility Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Utility Contractor agrees that to the extent any document produced by Utility Contractor under this Agreement constitutes a Public Record, Utility Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Utility Contractor, Utility Contractor 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 Utility Contractor who shall take immediate steps to remedy the situation.

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

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility Contractor 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 Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

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

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

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

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

17.7 Utility Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, 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. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, 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 Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 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; plague; pandemic; flood; windstorm; explosion; riot; ware; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 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.

19.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

20.0 HEADINGS

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

21.0 SEVERABILITY

21.1 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.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 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.

22.2 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.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

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

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

26.1 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.

27.0 ATTORNEY'S FEES

27.1 Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

28.0 COUNTERPARTS

28.1 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.

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility Contractor 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 in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be

eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The

Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Danus Utilities, Inc.

2320 Beardall Avenue
Sanford, Florida 32771
Attention: DAN Pardus
Phone: 386-233-5588

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

48.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

A. Utility Contractor 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 Utility Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Utility Contractor.

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or

attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

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

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

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

CITY:

CITY OF COCOA, FLORIDA:

By: _____
Stockton Whitten, City Manager

ATTEST:

_____
Carie Shealy, City Clerk

UTILITY CONTRACTOR:

DANUS UTILITIES, INC.:

By: _____
Print Name/Title: DAN J PARDUS
PRESIDENT

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 2020.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR

THIS AGREEMENT is made and entered into this 6th day of June, 2023, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa 32922, and **HINTERLAND GROUP, Inc.** 5580 State Road 524, Cocoa, Florida 32926, hereinafter referred to as "Utility Contractor".

WITNESSETH:

WHEREAS, City wishes to obtain underground utility services on a continuing 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, Utility Contractor submitted a proposal to RFQ Q-20-18-COC on July 15, 2020 and was the fourth ranking proposer as approved by the City Council at a duly held meeting on October 27, 2020 to perform future services on an as needed basis; and

WHEREAS, City Council, on April 11, 2023 has dismissed one of the three previous awardees for these services and wishes to make an award to the next best ranking proposer; and

WHEREAS, Utility Contractor is willing to provide such underground utility 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 November 9, 2025. This Agreement may be renewed by mutual agreement of the Parties for a maximum of one (1) two (2) year renewal term.

1.2 The terms and conditions of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

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

A. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Utility Contractor to provide the construction services approved by Task Authorization by the City.

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. "Utility Contractor" shall mean **Hinterland Group, Inc.,** and its principals, employees, resident project representatives (and assistants).

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

E. "Reimbursable Expenses" shall mean the actual expenses incurred by Utility Contractor or Utility Contractor'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 expenses the City agrees to reimburse by Task Authorization.

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

G. "Task Authorization" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Utility Contractor under this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Utility Contractor to perform underground utility services on a "Task" basis. The City will communicate with Utility Contractor, verbally or in writing, a general description of the task to be performed. The Utility Contractor 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, and send the thus developed "Task Proposal" to the City. If a site visit by Utility Contractor is needed to generate the scope document, Utility Contractor shall request approval prior to visiting the site. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Authorization". The Scope of Services generally to be provided by the Utility Contractor through a Task Authorization may include any phases of utility construction. These phases are more clearly defined in the attached **Exhibit "A".** Nothing herein shall be construed to guarantee that Utility Contractor will be assigned a Task.

2.2 The City will issue a Notice to Proceed to the Utility Contractor in the form of a City purchase order. Upon receipt of the signed Task Authorization and a written Notice to

Proceed from the City, the Utility Contractor shall perform the services set forth in the Task Authorization.

2.3 For each Task Authorization in excess of $25,000.00, Utility Contractor shall supply a materials, performance and payment bond(s) in accordance with Florida law and in substantially in conformance with the form attached to the Agreement **Exhibit "B"** and approved by the City Attorney. The materials, performance, and payment amounts shall be in an amount equal to the total Contract Price for the Work required by the Task Authorization. The issuance of bonds required under this Agreement shall not relieve Utility Contractor of any liability under the Agreement and any applicable Task Authorization. Utility Contractor shall remain jointly and severally liable with any surety issuing a bond under the Task Authorization. The premium for such bonds shall be paid by the Utility Contractor.

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 Utility Contractor. If such changes increase (additional services) or decrease or eliminate any amount of work, City and Utility Contractor will negotiate any change in total cost or schedule modifications. If the City and Utility Contractor approve any change(s), the Task Authorization will be modified in writing to reflect the change(s); and Utility Contractor shall be compensated for said service(s) in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Utility Contractor's designated representative.

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

4.0 SCHEDULE; LIQUIDATED DAMAGES

4.1 Utility Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Authorization. The parties acknowledge that the agreed upon schedule provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms. Utility Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a weekly basis or as otherwise reasonably requested by the City. Should Utility Contractor 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 Utility Contractor without City's prior written consent, except as provided in Sections 3.1 and 20.1 herein.

4.3 Unless otherwise expressly provided in the Task Authorization, City and Utility Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work required by a Task Authorization is not substantially complete within the time specified therein, plus any extensions thereof allowed in accordance with a written change order. They also recognize the delays, expense and difficulties involved in proving in a

legal or arbitration proceeding the actual loss suffered by City if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, City and Utility Contractor agree that as liquidated damages for delay (but not as a penalty) Utility Contractor shall pay City five hundred dollars ($500.00) per day for each day that expires after the time specified in the applicable Task Authorization for both substantial and final completion until the work is completed within said time period, and that City has paid to the Utility Contractor the consideration of ten ($10.00) dollars as consideration for this provision.

The liquidated damages shall be payable in addition to any excess expenses or costs payable by the Utility Contractor to the City under this Agreement and applicable Task Authorization, and shall not preclude the recovery of damages by the City under other provisions of the Agreement, except claims related to Utility Contractor's delays in substantial completion. The City's right to receive liquidated damages shall in no manner affect the City's right to terminate the Agreement or any applicable Task Authorization, as provided in this Agreement or elsewhere in the Task Authorization. The City's exercise of the right to terminate shall not release the Utility Contractor from the obligation to pay said liquidated damages.

When the City reasonably believes (i) that substantial completion will be inexcusably delayed; or (ii) that the Utility Contractor will fail to achieve final completion by the date of final completion, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Utility Contractor the daily amount specified for liquidated damages for each calendar day of the unexcused delay. If and when the Utility Contractor overcomes the delay in timely achieving substantial completion or final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Utility Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF UTILITY CONTRACTOR

5.1 General Services. For basic and additional Services performed by Utility Contractor's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that agreed upon by the parties for a particular Task Authorization.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Utility Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Utility Contractor an amount equal to that billed Utility Contractor by the independent professional associates and consultants multiplied by a factor of 1.10. Prior to payment by the City, the Utility Contractor shall submit to the City a copy of any written invoice received by Utility Contractor 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 Utility Contractor'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 Utility Contractor 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 Authorization.

5.4 Reimbursable Expenses. In addition to payments provided in paragraphs 5.1, 5.2 and 5.3 above, City agrees to pay Utility Contractor the actual cost of all Reimbursable Expenses incurred in connection with any Task Authorization.

5.5 Payment. Upon receipt of a proper invoice from Utility Contractor, the City agrees to pay the Utility Contractor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement and any applicable Task Authorization. Invoices may only be submitted on a monthly basis unless otherwise agreed by the City. Unless otherwise agreed in writing by the City, there shall be no other compensation paid to the Utility Contractor and its principals, employees, resident project representatives (and assistants), and independent professional associates and consultants in the performance of Work under this Agreement. The City agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Utility Contractor.

5.6 Witholding Payments. Progress payments may be withheld if:

a. Work is found defective and not remedied;

b. Utility Contractor does not make prompt and proper payments to subcontractors;

c. Utility Contractor does not make prompt and proper payments for labor, materials, or equipment furnished him;

d. Another Contractor is damaged by an act for which Utility Contractor is responsible;

e. Claims or liens are filed on the job; or

f. In the opinion of the City, Utility Contractor's work is not progressing satisfactorily.

5.7 **Final Payment.** The City shall withhold up to 5% of the Contract Price set forth in any Task Authorization throughout the subject project in accordance with the Local Government Prompt Payment Act ("Act"). City shall promptly make payment to the Utility Contractor unless the City has grounds, under the Act, for withholding the payment of the retainage. The remaining retainage amount withheld shall be released with the Final Payment after the issuance of the Final Completion Certificate. City shall make final payment to Utility Contractor within thirty (30) days after the work is fully and properly completed, if the contract has been fully and timely performed, but subject to the condition that final payment shall not be due until Utility Contractor has delivered to CITY a complete release of liens arising out of the Task Authorization, or receipt of releases of lien fully covering all labor, materials and equipment for

which a lien could be filed, or in the alternative a bond satisfactory to City indemnifying him against such claims.

By making payments, City does not waive claims including but not limited to those relating to:

a. Faulty work appearing after substantial completion has been granted;

b. Work that does not comply with the Task Authorization and this Agreement;

c. Outstanding claims of liens; or

d. Failure of Utility Contractor to comply with any special guarantees required by the Agreement and applicable Task Authorization.

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 Utility Contractor. The City shall be given free access to the worksite at all times during work preparation and progress. The City's Project Manager is not obligated to make exhaustive or continuous onsite inspections to perform his or her duties of checking and reporting on work progress, and any such inspections shall not waive City's claim regarding defective work by Utility Contractor.

6.2 No inspection, review, or observation shall relieve Utility Contractor of its responsibility under this Agreement. The City will not be responsible for the means of construction, or for the sequences, methods and procedures used therein, or for the Utility Contractor's failure to perform the work in accordance with the applicable Task Authorization and this Agreements.

7.0 PROGRESS MEETING

7.1 City's Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of work entered into under this Agreement. Utility Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager. The City's review, inspection, or approval of any Work, applications for payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with the City's scope and requirements for the Project. No review, inspection, or approval by the City of such Work or documents shall relieve the Utility Contractor of its responsibility for the performance of its obligations under the applicable Task Authorization or the accuracy, adequacy, fitness, suitability, or coordination of the Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or construction document shall not relieve Utility Contractor of responsibility for the performance of its obligations under this Agreement and applicable Task Authorization. Payment by the City pursuant to the this

Agreement shall not constitute a waiver of any of the City's rights under this Agreement or at law, and the Utility Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City. Notwithstanding the foregoing, prompt written notice shall be given by the City or City Project Manager to the Utility Contractor if the City becomes aware of any fault or defect in the subject Project or non-conformance with this Agreement and applicable Task Authorization. Furthermore, the City shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Utility Contractor, for any of the foregoing purposes, be deemed the agent of the City.

8.0 RESPONSIBILITIES OF CONTRACTOR The Utility Contractor's duties and rights in connection with any Task Authorization issued by the City herein are as follows:

8.1 Responsibility for Supervision and Construction. Utility Contractor shall be solely responsible for all construction under the Task Authorization, including the techniques, sequences, procedures and means, for the coordination of all work. Utility Contractor shall supervise and direct the work, and give it all attention necessary for such proper supervision and direction.

8.2 Discipline and Employment. Utility Contractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which he was employed.

8.3 Furnishing of Labor, Materials, etc. Utility Contractor shall provide and pay for all labor, materials and equipment, including tools, construction equipment and machinery, utilities, including water, transportation, and all other facilities and work necessary for the proper completion of work on the project in accordance with this Agreement and Task Authorization.

8.4 Payment of Taxes: Procurement of Licenses and Permits. Utility Contractor shall secure all licenses and permits necessary for proper completion of the work, paying the fees thereof. Utility Contractor warrants that it (and subcontractors or tradesmen, if authorized in the Task Authorization) hold or will secure all trade or professional licenses required by law for the Utility Contractor to undertake the Work required by the Task Authorization.

8.5 Guarantee. The Utility Contractor hereby guarantees the Work to the full extent provided in the Task Authorization and any applicable Plans, Specifications, General Conditions, Special Conditions and other contract documents. The Utility Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the project as a whole by the City or for such longer period as may be provided in the applicable Task Authorization, Plans, Specifications, General Conditions, Special Conditions or other contract documents. Without limiting the generality of the foregoing, the Utility Contractor warrants to the City, that all materials and equipment furnished under this Agreement and Task Authorizations will be of first class quality and new, unless otherwise required or

permitted by the applicable Task Authorization, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Task Authorization. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Task Authorization shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Furthermore, Utility Contractor will provide written guarantee for work and materials for a minimum of one (1) calendar year after acceptance by City unless a longer time period is required by a Task Authorization. The one (1) period is not a limitation upon manufacturer warranties or Utility Contractor's payment and performance Bond(s).

8.6 Preparation/Sufficiency of Site. The Utility Contractor shall, among other things, and as applicable: (i) visit and thoroughly inspect the Project Sites and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with any provided survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the City's layout and design requirements, conceptual design objectives, and budget for the Projects; (iv) familiarize itself with pertinent Project dates, including the Project Schedule; (v) review and analyze all Project geotechnical, hazardous substances, structural, chemical, electrical, mechanical, and construction materials tests, investigations, and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involve modifications to any existing structure(s) or other man-made feature(s) on the Project Site, the Utility Contractor shall also review all as-built and record drawings, plans, and specifications of which the Utility Contractor has been informed by the City, and shall thoroughly inspect the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by the Utility Contractor resulting from its failure to familiarize itself with the Project Sites or pertinent documents shall be deemed waived.

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

10.0 INSURANCE

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

A. Professional Liability: If professional services are rendered under any Task Authorization, proof of professional liability insurance shall be provided to the City for the minimum amount of $1,000,000 as the combined single limit for each occurrence.

B. The Utility Contractor shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence to protect the Utility Contractor from claims of property damages which may arise from any Services performed under this Agreement whether such Services are performed by the Utility Contractor or by anyone directly employed by or contracting with the Utility Contractor.

C. The Utility Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $50,000 property damage as the combined single limit for each occurrence to protect the Utility Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Utility Contractor or by anyone directly or indirectly employed by the Utility Contractor.

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

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **With the exception of any required professional insurance policy hereunder, the City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time.**

10.3 Independent Associates and Consultants. All independent associates and consultants employed by Utility Contractor 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 Utility Contractor 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 Utility Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Authorization, shall be consistent with

recognized and sound construction practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered.

12.2 Utility Contractor 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 Utility Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Utility Contractor shall indemnify, hold harmless, and defend City, its officers, directors, attorneys, 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, Utility Contractor 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, Utility Contractor 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 Utility Contractor 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 City or the Utility Contractor. 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 Utility Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS/CITY CLERK AT (321) 433-8484, 65 STONE STREET, COCOA, FLORIDA 32922.

Utility Contractor is required to and agrees to comply with public records laws. Utility Contractor shall keep and maintain all public records required by City to perform the services as agreed to herein. Utility Contractor 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. Utility Contractor 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, Utility Contractor shall transfer to City, at no cost, all public records in possession of the Utility Contractor, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Utility Contractor 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 Utility Contractor 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 City, upon request from the City Clerk, in a format that is compatible with the information technology systems of 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 Utility Contractor of the request and the Utility Contractor shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Utility Contractor does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Utility Contractor acknowledges that if the Utility Contractor does not provide the public records to the City within a reasonable time, the Utility Contractor may be subject to penalties under Section 119.10, Florida Statutes. The Utility Contractor acknowledges that if a civil action is filed against the Utility Contractor to compel production of public records relating to this Agreement, the court may assess and award against Utility Contractor 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 Utility Contractor, be open and freely exhibited to the City for the purpose of examination, audit or otherwise. Failure by Utility Contractor 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 Utility Contractor 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 Utility Contractor failure to comply with this Section, the City shall collect from Utility Contractor prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Utility Contractor. 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 Utility Contractor failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.2 Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Utility Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein 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 adoption by the Utility Contractor, 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 Utility Contractor.

14.3 The Utility Contractor acknowledges that the City is a Florida Municipal Corporation and subject to the Florida Public Records Law. Utility Contractor agrees that to the extent any document produced by Utility Contractor under this Agreement constitutes a Public Record, Utility Contractor shall comply with the Florida Public Records Law.

15.0 ASSIGNMENT

15.1 Utility Contractor shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Utility Contractor, Utility Contractor 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 Utility Contractor who shall take immediate steps to remedy the situation.

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

17.0 TERMINATION; DEFAULT BY UTILITY CONTRACTOR AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, at any time with or without cause. Without limitation, the following shall be considered cause for terminating this Agreement and shall constitute a default hereunder:

17.2 Utility Contractor 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 Utility Contractor shall have such time as is reasonably necessary to remedy the default, provided the Utility Contractor promptly takes and diligently pursues such actions as are necessary.

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

17.4 Utility Contractor has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

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

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

17.7 Utility Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

17.8 Utility Contractor fails to comply with any condition or provision of this Agreement including any Task Authorization.

17.9 Notwithstanding the aforementioned, in the event of a default by Utility Contractor, 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. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination. Additionally, in the event of such termination upon default and breach of this Agreement, the City may take possession of the Project Site and of all materials, tools, and appliances thereon and finish the work by whatever method the City may deem expedient. Any completed services performed by Utility Contractor under this Agreement shall, at the option of the City, become the City's property and Utility Contractor shall be entitled to receive equitable compensation for any Work completed to the satisfaction of the City. The Utility Contractor, 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 Utility Contractor for the purpose of setoff until such time as the amount of damages due to the City from Utility Contractor can be determined.

18.0 FORCE MAJEURE

18.1 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; plague; pandemic; flood; windstorm; explosion; riot; ware; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

19.0 GOVERNING LAW & VENUE

19.1 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.

19.2 The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.

20.0 HEADINGS

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

21.0 SEVERABILITY

21.1 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.

22.0 WAIVER AND ELECTION OF REMEDIES

22.1 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.

22.2 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.

23.0 THIRD PARTY RIGHTS

23.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Utility Contractor.

24.0 PROHIBITION AGAINST CONTINGENT FEES

24.1 Utility Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Utility Contractor, 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 Utility

Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 ENTIRE AGREEMENT

25.1 This Agreement, including any Task Authorizations and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Utility Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. The terms and conditions of this Agreement shall be deemed automatically incorporated into any Task Authorization approved and executed hereunder regardless if the Task Authorization references this Agreement.

26.0 NO JOINT VENTURE

26.1 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.

27.0 ATTORNEY'S FEES

27.1 Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

28.0 COUNTERPARTS

28.1 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.

29.0 AGREEMENT INTERPRETATION; DRAFTING

29.1 At its discretion, during the course of the work, should any errors, ambiguities or discrepancies be found in the Agreement or specifications, the City at its sole discretion will interpret the intent of the Agreement and work descriptions and the Utility Contractor hereby agrees to abide by the City's interpretation and agrees to carry out the work in accordance with the decision of the City. When the material, article or equipment is designated by a brand name and more than one brand name is listed, it will be understood that the work is based on one brand name only. The Utility Contractor will be responsible for all coordination necessary to accommodate the material, article or equipment being provided without additional cost to the City. A substitute material, article or equipment is allowed if it is reasonably equivalent to the brand name specified. The City has full discretion to decide whether a substitute is reasonably equivalent. Utility Contractor must notify the City prior to use of the substitute for a specified

brand name and allow the City to make a determination before Utility Contractor uses the substitute.

29.2 City and Utility Contractor 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 in a court of competent jurisdiction, except as provided in Section 29.1.

30.0 NON-DISCRIMINATION

30.1 Utility Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

31.0 PUBLIC ENTITY CRIMES

31.1 As provided in §287.132 and §287.133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Utility Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by §287.133(3)(1), *Florida Statutes*.

32.0 CODE REQUIREMENTS

32.1 The Utility Contractor and its subcontractors on any project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to the project and the actions or operations of those engaged in the work or concerning materials used. Utility Contractor shall ask for and receive any required inspections.

33.0 TESTING

33.1 The Utility Contractor shall be responsible for all tests and testing required by this Contract, unless otherwise specified. All testing shall be done in the presence of a representative of the City. The City reserves the right to test all materials, products, installations and equipment.

33.2 All pipelines will be placed in satisfactory operating condition by the Utility Contractor prior to final payment, and the Utility Contractor shall furnish a letter addressed to the City advising that the completed Work has been installed in accordance with the plans and specifications of this Contract and that all items are in proper operating condition.

34.0 CITY'S RIGHT TO STOP WORK

34.1 If the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, the City shall have the right, but not an obligation, to order the Utility Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that the Work be resumed. In such event, the Utility Contractor shall immediately obey such order. A stop work directive provided under this paragraph shall not entitle the Utility Contractor to an extension of the completion date.

35.0 CITY'S RIGHT TO PERFORM WORK

35.1 If the Utility Contractor's Work is stopped by City, or if the Utility Contractor persistently fails or refuses to perform the Work in accordance with the contract documents, and the Utility Contractor fails within three (3) working days of such stoppage, failure, or refusal, to provide adequate assurance to the City that the cause of such stoppage, failure, or refusal will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against Utility Contractor, proceed to carry out the subject Work. In such a situation, an appropriate change order shall be issued deducting from the contract price the cost of correcting the subject deficiencies, plus compensation for the City's Consultant's additional services and expenses necessitated thereby, if any. If the unpaid portion of the contract price is insufficient to cover the amount due the City, the Utility Contractor shall pay the difference to the City.

36.0 EMERGENCIES

36.1 All emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Utility Contractor, without special instruction or authorization from the City or the City's authorized representative, is obligated to immediately act to prevent threatened damage, injury, or loss. The Utility Contractor shall give the City's authorized representative(s) written documentation within three (3) days from the inception of said emergency if the Utility Contractor believes that any significant changes in the Work or variations from the contract documents have been caused thereby. If the City's authorized representative determines that a change in the contract documents is required because of action taken by the Utility Contractor in response to such an emergency, a change order will be issued to document the consequences of such action.

37.0 WARRANTY / GUARANTEE

Unless otherwise required by the specifications, the Utility Contractor shall furnish a one (1) year warranty on all equipment, furnishings, and installation provided hereunder against defect in material and/or workmanship. The warranty shall become effective on the Date of Substantial Completion and acceptance by the City or as otherwise required by law. Should any defect in materials or workmanship, excepting ordinary wear and tear, be discovered during the above-stated warranty period, the Utility Contractor, upon written notice from the City, shall immediately repair or replace same at no cost to the City. The Utility Contractor will not be

liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control, and without fault or negligence, of the Utility Contractor, such as misuse or neglect by the City, acts of God, fires, floods and hurricanes.

38.0 WAIVER OF JURY TRIAL

38.1 The City and Utility Contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

39.0 BARRICADES

39.1 The Utility Contractor shall provide all barricades and/or protective safety devices and shall take all necessary precautions to protect all personnel and property. The Utility Contractor shall remove said barricades and/or safety devices from City property at the completion of the project.

40.0 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

40.1 By the submission of its Bid, Bidder certifies that all material, equipment, etc. contained in its bid meets all Occupational Safety and Health Act (OSHA) requirements. Bidder further certifies that if it is the successful Bidder, and any of the material, equipment, etc. delivered is subsequently found to be deficient of any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the Bidder. Furthermore, in compliance with Florida law, any item delivered from a Task assigned under this Agreement must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and common name of the toxic substance

B. The hazards or other risks in the use of the toxic substances including:

1. The potential for fire, explosion, corrosion and reactivity
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance
3. The primary routes of entry and symptoms of over-exposure

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over-exposure

D. The emergency procedure for spills, fire, disposal and first aid

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information

41.0 STORAGE, REMOVAL AND DISPOSAL OF SOLID WASTE/CONSTRUCTION DEBRIS

41.1 The Utility Contractor must comply with all applicable City Codes and solid waste franchise agreements regarding the storage, removal, and disposal of solid waste and construction debris. Prior to performing any Services required hereunder, the Utility Contractor shall contact the City's Utilities Department for information relative to complying with this section.

42.0 MATERIALS, INSTALLATION AND PERFORMANCE

42.1 The Utility Contractor shall be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their Bid. The Utility Contractor is in no way relieved of the responsibility for the performance of all equipment furnished or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. Unless otherwise specified, material storage shall be on site and within the defined area of the Work and within the Utility Contractor's area of responsibility.

43.0 SET UP AND CONNECTIONS

43.1 All equipment is to be set up, connected to utilities, checked and demonstrated at no charge to the City. The Utility Contractor shall be responsible for all transportation, off-loading, handling, storage and installation of any City-furnished Utility Contractor-installed material and equipment.

44.0 SAFETY AND PROTECTION OF PROPERTY

44.1 The Utility Contractor shall take all reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, its employees on the Work and all other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein; and all other property at the site or adjacent thereto including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Utility Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, and shall give all notices required by same. This requirement includes, but is not limited to, the United Sates Occupational Safety and Health Act and the Florida Trench Safety Act, *Florida Statute* §553.60.

45.0 TAXES

45.1 The Utility Contractor shall pay all applicable sales, consumer-use, and other similar taxes required by law. The Utility Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

46.1 ENTIRETY OF CONTRACT

46.1 The City and the Utility Contractor agree that this Contract sets forth the entire Contract between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 3.0 – Changes in the Scope of Work.

47.0 NOTICE

For Utility Contractor
Hinterland Group, Inc.
5580 State Road 524
Cocoa, Florida 32926
Attention: Daniel Duke III
Phone: 321-633-7066

For City:

City of Cocoa/ Utilities Department
Attention: Utilities Director
351 Shearer Blvd.
Cocoa, Florida 32922
(321) 433-8710

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

48.0 SOVEREIGN IMMUNITY

48.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

49.0 CORPORATE REPRESENTATIONS BY UTILITY CONTRACTOR

49.1 Utility Contractor hereby represents and warrants to the City the following:

A. Utility Contractor 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 Utility Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Utility Contractor.

50.0 INDEMNIFICATION.

50.1 For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Utility Contractor shall indemnify, hold harmless and defend the City, its officers, agents, officials, representatives, employees, and/or attorneys against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Utility Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform Utility Contractor's obligations pursuant to this Agreement and any and all Task Authorizations hereunder.

50.2 The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City, its officers, agents, officials, representatives, employees, and/or attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

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

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

51.0 E-VERIFY

51.1 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. City Contractors must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor 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 City Contractor 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 City Contractor utilizes Subcontractors the following shall apply:

51.2 Contractor 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.

51.3 Contractor 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.

51.4 Contractor 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:

CITY OF COCOA, FLORIDA:

By: _____
Stockton Whitten, City Manager

UTILITY CONTRACTOR:

HINTERLAND GROUP, Inc.

By: _____
Print Name/Title: Daniel Duke III, President

HINTERLAND GROUP, INC. CORPORATE SEAL

ATTEST:

Carie Shealy, City Clerk

SEAL

EXHIBIT "A"

SCOPE OF SERVICES
UTILITY GENERAL CONSTRUCTION CONTRACTOR
AGREEMENT

The Scope of Services to be provided by the Utility Contractor shall include all phases of underground utility services. The Utility Contractor has already been pre-qualified by City to perform the following:

- Install new water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace water, sewer, and/or reclaim pressure pipe, gravity main, manholes, valves, fire hydrants, service lines, air release valves, and other associated infrastructure and appurtenances.
- Repair and/or replace or installation of new piping and associated appurtenances located at the water and wastewater plants and the wellfield
- Perform line stops / install insert valves on various size pipe to include large diameter transmission mains
- The projects will consist of various size pipe consisting of various materials: i.e.: metal, plastic, Asbestos Cement Pipe, and reinforced concrete.
- All work on the City of Cocoa Utility system shall meet the requirements of the City of Cocoa Utilities Technical Provisions and Standard Details
- The Contractor shall include a Critical Path Method Schedule for each project. The requirements will be detailed in the specifications for each project.
- Work shall include any associated restoration, maintenance of traffic, erosion control, clearing and grubbing, or other similar ancillary work to complete the project
- Restoration of FDOT, Brevard County, City of Cocoa, or other local jurisdiction roads (to included driveways, curbing, and sidewalk), storm water systems, and/or other utilities affected by the utility work. The restoration shall be per the governing authority's specifications and requirements
- Contractor shall meet all safety requirements as required by all governing State law, municipal ordinances, OSHA Standards, and as may be necessary to protect life, property, or the work.

Quotes will first be obtained from Utility Contractor prior to commencement of any planned project. The City shall retain the right to refuse any quote for just cause.

For each project Utility Contractor will supply the following:

A. Labor, equipment and material (unless material is supplied by City by mutual agreement)

B. Traffic control: On-site personnel must be certified in FDOT Maintenance of Traffic Level III Work Zone Training.

C. Supervision: On-site personnel in charge must be OSHA Certified Competent Person

D. De-watering

E. As-built drawings: When project is completed

EXHIBIT "B"

FORM

PUBLIC CONSTRUCTION BOND

In compliance with Section 255.05, Florida Statutes

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8710
Owner Fax No.	
Owner Email:	
Contract Date:	
Contract Amount:	$
Bond Amount:	$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	

Bid Number:	

BY THIS BOND, We,_____., a _____as Principal, and _____ a _____ Corporation as Surety, are hereby bound to the **CITY OF COCOA**, a Florida municipal corporation , herein called Owner, in the sum of **$**_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

a. Performs the _____Agreement dated _____, 20____, ("Agreement") between Principal and Owner for construction of the _____as specified in the Agreement, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in this Agreement; and

b. Promptly makes payments to all claimants, as defined in section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

c. Pays Owner all losses, damages, including delay damages, expenses, and costs that Owner sustains because of a default by Principal under the Agreement; and

d. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement and by law including all warranties and guarantees specified in the Agreement, then this bond is to be void; otherwise it remains in full force and effect.

e. In any action against this performance bond, the Owner is entitled to attorney's fees under sections 627.428 and 627.756, Florida Statutes, and Danis Industries Corp. v. Ground Improvement Techniques, 645 So.2d 420 (Fla. 1994) and McCarthy Bros. Co. v. Tilbury Construction, Inc., 849 So.2d 7 (Fla. 1st DCA 2003), including appellate attorney's fees.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20____.

CONTRACTOR AS PRINCIPAL

_____., a _____:

_____

(Corporate Seal)

Signature_____

Title_____

SURETY

Company:

_____

(Corporate Seal)

Signature_____

Title_____

Approved as to Form:

_____

Cocoa City Attorney

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR SERVICES
1st AMENDMENT
ATLANTIC DEVELOPMENT OF COCOA, INC.
RFP NO. 20-18-COC

This 1ST Amendment to the "AGREEMENT FOR UTILITIES GENERAL CONSTRUCTION CONTRACTOR SERVICES" is made between the City of Cocoa and Atlantic Development of Cocoa, Inc. located at 2185 West King Street, Cocoa, Florida 32926.

The agreement entered into on November 9, 2020, is hereby amended to renew for the first renewal option available for one (1) two-year renewal, commencing on November 9, 2023, and terminating on November 8, 2025.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ATLANTIC DEVELOPMENT OF COCOA, INC.

By: Glenn S. Grignon
(Name) Printed

Vice President
(Title)

Signature 05/05/2023 Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature 06/06/2023 Date

ATTESTED BY:

City Clerk
Signature/Title

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

CORPORATE SEAL FLORIDA

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO AGREEMENT FOR UTILITIES
GENERAL CONSTRUCTION CONTRACTOR SERVICES
1st AMENDMENT
DANUS UTILITIES, INC.
RFQ NO. 20-18-COC

This 1ST Amendment to the "AGREEMENT FOR UTILITIES GENERAL CONSTRUCTION CONTRACTOR SERVICES" is made between the City of Cocoa and Danus Utilities, Inc. located at 2320 Beardall Avenue, Sanford, Florida 32771.

The agreement entered into on November 10, 2020, is hereby amended to renew for the first renewal option available for one (1) two-year renewal, commencing on November 10, 2023, and terminating on November 9, 2025.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

DANUS UTILITIES, INC.

By: Daniel J Pardus
(Name) Printed

President
(Title)

Signature 4/27/2023
Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature 06/06/2023
Date

ATTESTED BY:

Carie Shealy City Clerk
Signature/Title

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

CITY OF COCOA CORPORATE SEAL

SCANNED

CITY COUNCIL AGENDA ITEM

Memo Date:	July 21, 2025
Agenda Date:	August 12, 2025
File ID:	2025-729
Prepared By:	Katherine Ennis, Deputy Utilities Director
Through:	John Walsh, Utilities Director
Requested Action:	Approve Resolution 2025-049 for Vacation of Certain Utility Easements for the Banyan Cove Project as described in the Legal Description prepared by Bowman Consulting, dated March 6, 2025 (Exhibit A)

BACKGROUND:

As part of the Banyan Cove project, certain existing utility infrastructure was removed and, as such, the following easement is subject to a partial vacation as described in the attached resolution; a portion of the 15 ft waterline and ingress/egress easement recorded in the Official Records of Brevard County, Book 3975, Page 2242.

Staff recommends City Council approve the partial vacation of the existing utility easement as described above.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve Resolution 2025-049 for Vacation of Certain Utility Easements for the Banyan Cove Project as described in the Legal Description prepared by Bowman Consulting, dated March 6, 2025 (Exhibit A)

RESOLUTION 2025 - 049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, PARTIALLY VACATING A PORTION OF THAT CERTAIN 15.00 FOOT WATERLINE AND INGRESS / EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 3975, PAGE 2242 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AS DESCRIBED IN THE LEGAL DESCRIPTION PREPARED BY BOWMAN CONSULTING, DATED MARCH 6, 2025 AND ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE RECORDATION OF THIS RESOLUTION IN THE OFFICIAL RECORDS OF BREVARD COUNTY TO EVIDENCE THE PARTIAL VACATION OF EASEMENT APPROVED HEREUNDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating a portion of that certain 15 FOOT waterline and ingress and egress easement recorded in Official Record Book 3975, page 2242 of the public records of Brevard County, Florida as described in the legal description prepared by Bowman Consulting, dated March 6, 2025 and attached hereto and incorporated herein as **Exhibit "A";** and

WHEREAS, after considering the recommendation from the Utilities Director to approve the request to vacate a portion of the subject easement, the City Council finds that this Resolution is in the best interests of the City of Cocoa; and

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

Section 1. **Partial Vacation of Easement.** The portion of that certain 15 FOOT waterline and ingress and egress easement recorded in Official Record Book 3975, page 2242 of the public records of Brevard County, Florida, which is legally described and depicted on **Exhibit A**, is hereby vacated. All other portions of the subject easement shall remain in full force and effect. The partial vacation of easement is approved on the condition that the property owner remove all existing water lines and water appurtenances within the vacated portion of the easement in accordance with instructions provided by the City's Utilities Department.

Section 2. **Repeal of Prior Inconsistent Resolutions.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 3. **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 4. **Recordation of Resolution.** Upon receipt of written verification from the Utilities Director that the condition of approval stated in Section 1 has been completed, the City Clerk is authorized to record an executed copy of this Resolution in the Official Records of Brevard County, Florida evidencing the partial vacation of easement approved under this Resolution.

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

ADOPTED by the City Council of the City of Cocoa in a regular meeting assembled on the 12th day of August, 2025.

_____

Michael C. Blake, Mayor

_____

Monica Arsenault, CMC, City Clerk

EXHIBIT A

LEGAL DESCRIPTION PREPARED BY BOWMAN CONSULTING, DATED MARCH 3, 2025

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PORTION OF THE 15.00 FOOT WATERLINE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 3975 PAGE 2242 BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 104 OF WASHINGTON PARK, AS RECORDED IN PLAT BOOK 3, PAGE 86 OF THE OFFICIAL RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°30'52" WEST, ALONG THE SOUTH LINE OF SAID WASHINGTON PARK, A DISTANCE OF 216.00 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 00°19'00" EAST, 9.19 FEET TO A POINT ON THE NORTH LINE OF SAID EASEMENT AND THE POINT OF BEGINNING; THENCE SOUTH 88°55'06" WEST ALONG SAID NORTH LINE, 348.33 FEET TO THE WEST LINE OF SAID EASEMENT; THENCE SOUTH 01°04'54" EAST ALONG SAID LINE, 15.00 FEET TO THE SOUTH LINE OF SAID EASEMENT; THENCE NORTH 88°55'06" EAST ALONG SAID LINE, 348.13 FEET; THENCE NORTH 00°19'00" WEST, 15.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 5223.4 SQ. FT. OR 0.12 ACRES, MORE OR LESS

MAX R GEORGE JR
License Number 7343
STATE OF FLORIDA
Professional Surveyor and Mapper

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Max R George, PSM
Digitally signed by Max R. George, PSM
DN: E=mrgeorge@bowman.com, CN=Max R. George, PSM, O=Bowman Consulting Group, L=Melbourne, S=Florida, SERIALNUMBER=MAS0230413680165, C=US
Date: 2025.03.06 08:36:30-05'07'

MAX R. GEORGE — DATE OF SIGNATURE

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 7343
BOWMAN CONSULTING GROUP, LTD., INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 8030
(LB 8030 = LICENSED BUSINESS NUMBER 8030)

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S NOTES:

1. OTHER MATTERS OF RECORD AFFECTING LANDS SHOWN HEREON MAY BE FOUND IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
2. SEE SHEET 2 FOR SKETCH OF DESCRIPTION. DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY SKETCH.

Bowman CONSULTING

Bowman Consulting Group, Ltd., Inc.
5404 Cypress Center Dr., Suite 140
Tampa, FL 33609
Phone: (813) 474-7424
www.bowmanconsulting.com

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Professional Surveyors and Mappers, Certificate NO. LB-8030

BANYAN COVE
EASEMENT VACATION

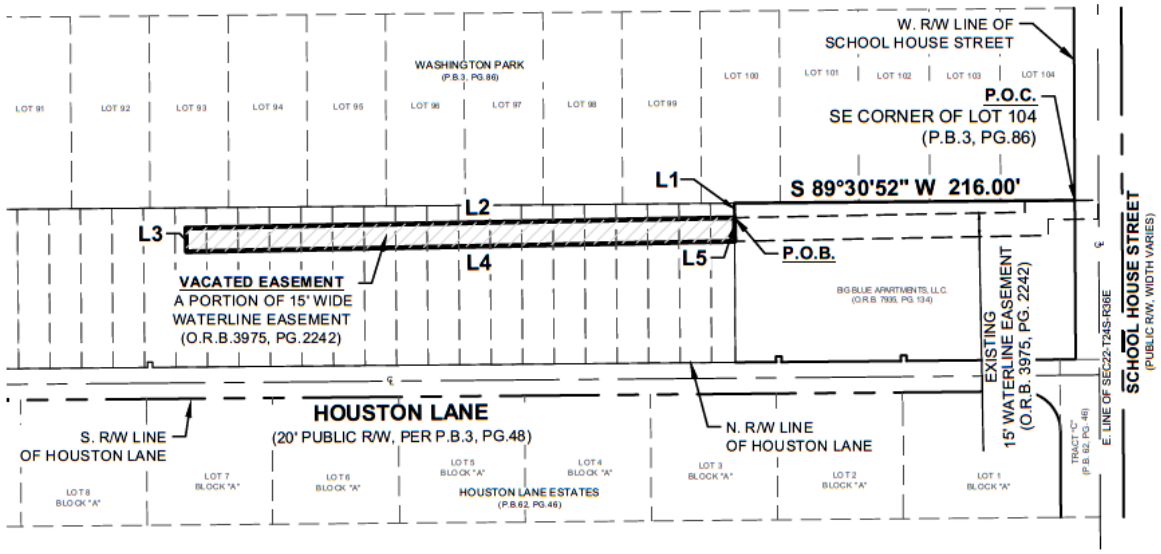
ADDRESS: HOUSTON LANE, MERRITT ISLAND, FL

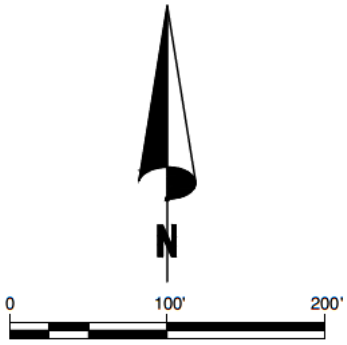
BREVARD COUNTY — FLORIDA

PROJECT NO. 011557-01-002		DATE: Mar. 6, 2025
SCALE: 1"=100'		SHEET 1 OF 2

FILE: 011557-01-002_BANYAN COVE EASEMENT VACATION

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY





GRAPHIC SCALE

1" = 100'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S0°19'00"E	9.19'
L2	S88°55'06"W	348.33'
L3	S1°04'54"E	15.00'
L4	N88°55'06"E	348.13'
L5	N0°19'00"W	15.00'

NOTE: SEE SHEET 1 FOR DESCRIPTION OF SKETCH.
SKETCH IS NOT VALID UNLESS
ACCOMPANIED BY DESCRIPTION.

LEGEND

P.O.B. = POINT OP BEGINNING
P.O.C. = POINT OF COMMENCMENT
R/W = RIGHT-OF-WAY
P.B.= PLAT BOOK
PG.= PAGE
O.R.B.= OFFICIAL RECORDS BOOK

Bowman CONSULTING

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Tampa, FL 33609
Phone: (813) 474-7424
www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate NO. LB-8030

BANYAN COVE
EASEMENT VACATION

ADDRESS: HOUSTON LANE, MERRITT ISLAND, FL

BREVARD COUNTY FLORIDA

PROJECT NO. 011557-01-002 | REVISED DATE: | DATE: Mar. 6, 2025

SCALE: 1"=100' | SHEET 2 OF 2

FILE: 011557-01-002_BANYAN COVE EASEMENT VACATION

CITY COUNCIL AGENDA ITEM

Memo Date:	July 28, 2025
Agenda Date:	August 12, 2025
File ID:	2025-751
Prepared By:	Brian Dale, Purchasing Manager
Through:	Rebecca Bowman CGFO CGFM Finance Director
Requested Action:	Approve Amendment #1 to the Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC. through August 23, 2026, Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY26 Budget.

BACKGROUND:

The City of Cocoa is dedicated to providing accurate water bills and ensuring our water system operates with maximum efficiency. A crucial aspect of this commitment involves the ongoing replacement and modernization of our water meters and related components. Since the early 1990s, the City has exclusively relied on Neptune water meters, a standard chosen for their proven reliability in accurately measuring water consumption. These essential meters are purchased directly from Ferguson Enterprises LLC, which holds the exclusive authorization as Neptune's distributor in Florida.

The ongoing program to upgrade our water meters to radio-read technology offers significant advantages for both the City and our residents. These modern meters allow for more efficient and accurate reading of water usage by transmitting data wirelessly. This eliminates the need for manual meter reading, which in turn reduces the risk of human error in data collection and enhances the safety of our field staff by minimizing their exposure to traffic and other outdoor hazards. Moreover, by automating the reading process, our personnel can dedicate more time and resources to other critical tasks, such as water system maintenance, infrastructure improvements, and ensuring the highest quality of water delivery. Furthermore, the precise and more frequent data collected from radio-read meters enables quicker detection of potential leaks, helps identify unusual consumption patterns that might indicate issues, and provides a more accurate basis for billing, ultimately benefiting customers with more precise charges. This advanced system also aids the City in proactively conserving water resources and managing our utility system with greater effectiveness, moving us closer to a fully automated meter reading program.

To streamline our purchasing process and enhance operational efficiency, purchases will be made in one of two ways: First, the Warehouse Supervisor will place orders for stock inventory, primarily focusing on common residential 3/4-inch meters and radio-read antennas. This stock will then be issued as needed for routine repair and replacement programs across the city. Second, the Water Field Operations Division will place separate orders for project-based change-outs, addressing specific meter and equipment requirements for larger infrastructure initiatives. The total estimated purchases for meters and ancillary equipment for Fiscal Year 2026 are approximately $1,900,000.

The City entered into a one-year agreement with Ferguson Enterprises LLC on August 23, 2024. Amendment #1 exercises the first one-year extension of the contract to expire on August 23, 2026. Additionally, elements regarding tariff surcharges and country of origin documents to justify the tariff surcharge have been incorporated into the contract. It's important to note that the cost of meters is expected to increase by approximately 8%. This increase is due to a combination of factors: about 3% for general inflation, and a 5% tariff surcharge. This surcharge reflects Neptune's (the meter manufacturer) increased cost of production resulting from realized import tariffs ranging from 10% to 30% based on the country of origin of their components. The new requirements of the contract are for Ferguson Enterprises LLC to provide a Surcharge Letter and a Country of Origin Justification Letter when prices change and for the City and Ferguson Enterprises LLC to negotiate annually for increased costs due to market conditions.

This strategic plan ensures that necessary equipment is always on hand for repairs and replacements. Should total purchases for FY26 exceed the estimated amount, a request for additional purchasing authority will be presented to the City Council. Similarly, if the cost of meters issued from the Inventory Warehouse to the Water Field Operations Division exceeds their approved budget, a Budget Amendment will be processed for approval by either the City Manager or the City Council, depending on the amount.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted: Upon Adoption of the FY26 Budget
If not budgeted, is amendment/transfer attached? No

Amount Requested Up to $1,900,000 FY26
Account Number 421-4025-536.46-00
Account Name Repairs and Maintenance

PREVIOUS ACTION:
On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from authorized distributor and reseller, Sunstate Meter and Supply Inc. Purchase of the

meters from Sunstate Meter and Supply Inc. have been approved by the City Council through use of a piggyback agreement or approval of Exemption to Competitive Purchase in the years subsequent to 1996.

City Council approved a Master Agreement for Water Meter and Meter Reading Equipment Purchase on October 8, 2020 via agenda item # 20-679 for one year through August 16, 2021 with Sole Source Resolution #2020-217.

On September 13, 2021, City Council approved an extension to the Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,500,000 for FY22.

On July 12, 2022, City Council approved an extension to the Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,6500,000 for FY23.

On July 11, 2023, City Council approved the final extension to the 2020 Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,900,000 for FY24.

On July 23, 2024, City Council approved the final extension to the 2020 Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,900,000 for FY25.

RECOMMENDED MOTION:

Approve Amendment #1 to the Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC. through August 23, 2026, Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY26 Budget.

PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

CITY OF COCOA
1ST AMENDMENT TO MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES
CONTRACT MSA-2024-07-23

This **First Amendment** ("Amendment") is made and entered into this ___ day of _____, 2025, by and between the **City of Cocoa, Florida**, a Florida municipal corporation ("City"), and **Ferguson Enterprises, LLC d/b/a Ferguson Waterworks**, a Virginia limited liability company ("Seller").

WHEREAS, the parties entered into a Master Agreement dated July 23, 2024, for the purchase of water meters and meter reading equipment (the "Agreement"); and

WHEREAS, the Agreement is set to expire on August 23, 2025, and the parties wish to exercise the first one-year renewal option and update certain terms;

NOW, THEREFORE, In consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Extension of Term

Pursuant to Section 1.1 of the Agreement, the City and Seller hereby exercise the first renewal option. The term of the Agreement is extended for an additional **one (1) year** and shall now expire on **August 23, 2026**, unless earlier terminated in accordance with the terms of the Agreement.

2. Exhibit B – Cost Schedule

Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the new pricing list (with sub- component pricing included) attached to this Amendment and incorporated herein by reference as **Exhibit B (Revised 2025 Pricing List)**.

3. Removal of Escalation Cap

Section 1.1 of the Agreement is hereby amended to **remove** the following sentence:

"The contract price may be adjusted to allow for consumer price increases... not to exceed three percent (3%)."

In its place, the following shall be **inserted**:

"The contract price may be negotiated annually upon mutual written agreement of the parties, based on documented increases in costs, market conditions, or other relevant factors."

4. Addition of Tariff/Trade Surcharge Clause

A new **Section 21.0** is added to the Agreement as follows:

21.0 TARIFF/TRADE SURCHARGES Due to the uncertain impact of potential Tariff/Trade Surcharges, Seller's unit prices do not include any provision or contingency for future Tariff/Trade Surcharges or an increase of existing Tariff/Trade Surcharges. Seller reserves the right to pass along Manufacturer Tariff/Trade Surcharges that affect Seller's costs at the time of shipment. Unit prices will not be affected, and documentation will be provided supporting any active Manufacturer Tariff/Trade Surcharges. The documentation required to justify a tariff increase/decrease will be inclusive of but not limited to include the item name, item total cost, all sub-component part names, sub-component current cost, sub-component country of origin, proposed tariff and percentage increase/decrease proportional to the original price. The Seller will provide two separate documents with most current date on the manufacturer's letterhead for justification or modification of any Tariff/Trade Surcharges during the contract period. These documents will be the following:

- Neptune Global Trade Surcharge Letter (Most Current Date)
- Neptune Component-Country of Origin Justification Letter

5. No Other Changes

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF,

The parties have executed this Amendment as of the day and year first above written.

FERGUSON WATERWORKS	**CITY OF COCOA**
By: Jeff Kimbrough (Print Name)	**By:** Michael C. Blake (Print Name)
Sales Manager (Title)	Mayor (Title)
8/4/25 Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, CMC, City Clerk

CC: Jack Walsh, Utilities Director, City of Cocoa
Brian Dale, Purchasing / Contracts Division Manager, City of Cocoa

EXHIBIT B

City of Cocoa - 8/16/25 - 8/15/26
Ferguson Waterworks - Master Agreement for Water Meter and Meter Reading Equipment Purchase

Warehouse Inventory #	Part Number	Item Description	2025-2026 UNIT PRICE	NEPTUNE 5% GLOBAL TRADE SURCHARGE
	ED2B31RPHG21	5/8"x3/4" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 141.27	$ 7.060
673-008-00005	ED2B31RPWG11S2596	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 217.75	$ 10.890
673-606-00016	ED2B31RPWG11S2597	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 217.75	$ 10.890
		5/8"x3/4" T10 PB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 262.34	$ 13.120
	ED2F21RPHG21	1" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 271.02	$ 13.550
673-008-00006	ED2F21RPWG11S2596	1" T10 BB Meter W/R900i Gallon Register	$ 339.02	$ 16.950
673-606-00017	ED2F21RPWG11S2597	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 339.02	$ 16.950
		1" T10 BB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 382.35	$ 19.120
	ED2H11RPHG21	1-1/2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 572.82	$ 28.640
673-008-00007	ED2H11RPWG11S2596	1-1/2" T10 Flanged Meter W/R900i Gallon Register	$ 574.90	$ 28.750
673-008-00017	ED2H21RPWG11S2596	1-1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 574.90	$ 28.750
		1 1/2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 659.20	$ 32.960
	ED2J11RPHG21	2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 764.36	$ 38.220
673-008-00008	ED2J11RPWG11S2596	2" T10 Flanged Meter W/R900i Gallon Register	$ 792.21	$ 39.610
673-008-00018	ED2J21RPWG11S2596	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 792.21	$ 39.610
		2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 876.11	$ 43.810
	EP7C1RPHG11	4"x1" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 9,369.39	$ 468.470
	EP7C1RPWG11S2596	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 9,495.92	$ 474.800
	EP7D1RPHG11	6"x1 1/2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 15,330.21	$ 766.510
	EP7D1RPWG11S2596	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 15,459.82	$ 773.000
	EP7E1RRPHG11	8"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 19,182.44	$ 959.120
	EP7E1RPWG11S2596	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 19,294.96	$ 964.750
	EP7F1RPHG11	10"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 24,011.00	$ 1,200.550
	EP7F1RPWG11S2596	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 24,142.22	$ 1,207.110
	53120-000	2" Bronze Flanged Meter Strainer	$ 483.56	$ 24.180
	53107-000	3" Bronze Flanged Meter Strainer	$ 870.62	$ 43.530
	53107-100	4" Bronze Flanged Meter Strainer	$ 1,517.66	$ 75.880
	52000-201	6" Bronze Flanged Meter Strainer	$ 2,289.09	$ 114.460
	52000-304	8" Bronze Flanged Meter Strainer	$ 3,843.77	$ 192.190
	52000-402	10" Bronze Flanged Meter Strainer	$ 6,093.79	$ 304.690
	EU1B1G1	5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 199.89	$ 10.000
	EU1B2G1	5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 321.40	$ 16.070
		5/8"x3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 369.03	$ 18.450
	EU1D1G1	3/4" Mach 10 Meter W/ Pigtail	$ 225.14	$ 11.260
	EU1D2G1	3/4" Mach 10 Meter W/ R900i Gallon Register	$ 340.55	$ 17.030
		3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 383.79	$ 19.190
	EU1F1G1	1" Mach 10 Meter W/ Pigtail	$ 226.53	$ 11.330
	EU1F1G2	1" Mach 10 Meter W/ R900i Gallon Register	$ 384.97	$ 19.250
		1" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 440.42	$ 22.020
	EU2A1G1	1 1/2" Mach 10 Meter W/ Pigtail	$ 675.42	$ 33.770
	EU2A2G1	1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 784.74	$ 39.240
		1 1/2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 902.67	$ 45.130
	EU2E1G1	2" Mach 10 Meter W/ Pigtail	$ 814.35	$ 41.720
	EU2E2G1	2" Mach 10 Meter W/ R900i Gallon Register	$ 945.59	$ 47.280
		2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 1,048.26	$ 52.410
	EU3A1G1	3" Mach 10 Meter W/ Pigtail - 12" Length	$ 2,739.21	$ 136.960
	EU3A2G1	3" Mach 10 Meter W/ R900i Gallon Register - 12" Length	$ 2,910.93	$ 145.550
	EU3B1G1	3" Mach 10 Meter W/ Pigtail - 17" Length	$ 2,739.21	$ 136.960
	EU3B2G1	3" Mach 10 Meter W/ R900i Gallon Register - 17" Length	$ 2,910.93	$ 145.550
	EU3C1G1	4" Mach 10 Meter W/ Pigtail - 14" Length	$ 3,597.78	$ 179.890
	EU3C2G1	4" Mach 10 Meter W/ R900i Gallon Register - 14" Length	$ 3,673.75	$ 183.690
	EU3D1G1	4" Mach 10 Meter W/ Pigtail - 20" Length	$ 3,597.78	$ 179.890
	EU3D2G1	4" Mach 10 Meter W/ R900i Gallon Register - 20" Length	$ 3,673.75	$ 183.690

	EU3E1G1	6" Mach 10 Meter W/ Pigtail - 18" Length	**$ 5,961.81**	$ 298.010
	EU3E2G1	6" Mach 10 Meter W/ R900i Gallon Register - 18" Length	**$ 6,181.61**	$ 309.080
	EU3F1G1	6" Mach 10 Meter W/ Pigtail - 24" Length	**$ 5,961.81**	$ 298.010
	EU3F2G1	6" Mach 10 Meter W/ R900i Gallon Register - 24" Length	**$ 6,181.61**	$ 309.080
	EU4A1G1	8" Mach 10 Meter W/Pigtial	**$ 9,822.01**	$ 491.100
	EU4A2G1	8" Mach 10 Meter W/R900i Gallon Register	**$ 9,962.89**	$ 498.150
	EU4B	10" Mach 10 Meter W/Pigtial	**$13,215.62**	$ 660.780
	EU4B	10" Mach 10 Meter W/R900i Gallon Register	**$13,367.32**	$ 668.370
	EU4C1G1	12" Mach 10 Meter W/Pigtial	**$16,309.26**	$ 815.460
	EU4C2G1	12" Mach 10 Meter W/R900i Gallon Register	**$16,480.95**	$ 824.050
	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	**$ 1,771.36**	$ 88.570
		Any Size/Model ProCoder Pit Style Gallon Register	**$ 76.44**	$ 3.820
		Any Size/Model ECoder Pit Style Gallon Register	**$ 87.16**	$ 4.360
		Any Size/Model Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
		Any Size/Model ProCoder R900i Register W/FirstNet Cellular & Pit Lid Antenna *(when available)*	**$ 226.20**	$ 11.310
673-008-00009	RPW2G11	5/8" T10 Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
673-008-00010	RPW2G31	1" T10 Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
673-008-00011	RPW2G41	1 1/2" T10 Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
673-008-00012	RPW2G51	2" T10 Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
673-606-00019	RPW2G11S334	5/8" T10 Pit Style R900i RECLAIMED Gallon Register	**$ 180.39**	$ 9.020
673-606-00020	RPW2G31S334	1" T10 Pit Style R900i RECLAIMED Gallon Register	**$ 180.39**	$ 9.020
	13341-220	R900 Wall MIU - 25' Cable	**$ 120.85**	$ 6.040
	13442-200	R900 Pit MIU - 6' Cable W/Pit Lid Antenna	**$ 131.48**	$ 6.570
673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	**$ 28.41**	$ 1.420
	13749-300	R900 Pit Lid Antenna - 20'	**$ 32.88**	$ 1.640
	13967-210	R900 - FirstNet Cellular Wall MIU - 6' Cable	**$ 121.03**	$ 6.050
	13966-200	R900 - FirstNet Cellular Pit MIU W/Internal Antenna - 6' Cable	**$ 132.01**	$ 6.600
	15146-200	R900 - FirstNet Cellular Pit MIU W/External Antenna	**$ 165.01**	$ 8.250
	14083-000	R900 - First Net Pit Style External Antenna Only	**$ 32.87**	$ 1.640
	13302-100	R900 Belt Clip Transceiver v3.0	**$ 6,319.42**	$ 315.970
	13655-300	MRX920v4e Mobile Data Collector	**$11,722.19**	$ 586.110
	TMRX920V3	MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	**$ 222.68**	$ 11.130
	NMRX9203BASE	MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	**$ 132.14**	$ 6.610
	13458-000	R900 Gateway V4e Fixed Network Data Collector	**$10,855.26**	$ 542.760
	13068-200	R900 Gateway 195W Solar Panel Assembly	**$ 6,410.26**	$ 320.510
	13070-100	R900 Gateway UPS Outdoor Power System Assembly	**$ 2,739.93**	$ 137.000
	13146-100	R900 Gateway antenna	**$ 425.83**	$ 21.290
	14099-108	Neptune 360 Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	**$ 0.71**	
	14099-109	Neptune 360 Annual SaaS Subsription - AMR (100,000+ Customers per endpoint per year)	**$ 0.58**	
	14099-118	Neptune 360 Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	**$ 1.98**	
	14099-119	Neptune 360 Annual SaaS Subsription - AMI (100,000+ Customers per endpoint per year)	**$ 1.27**	
	13980-308	Neptune 360 Annual SaaS Subsription-FirstNet Cellular (50,000-100,000 Customers per endpoint per year)	**$ 7.09**	
	13980-309	Neptune 360 Annual SaaS Subsription-FirstNet Cellular (100,000+ Customers per endpoint per year)	**$ 6.13**	
	13980-002	Neptune 360 Advanced AMI Set-Up Fee (one-time fee)	**$ 3,722.80**	
	13980-003	Neptune 360 Additional Remote Training (4-hour training window)	**$ 868.76**	
	13980-004	Neptune 360 On-Site Training (8 hours)	**$ 1,757.26**	
	13980-011	Neptune 360 Professional Services (per hour fee)	**$ 451.75**	

All parts per current published parts price list - Receive 20 % Discount from published price.
Pricing Term: 8/16/25 - 8/15/26

Ferguson Waterworks - #751
7800 Ellis Road, Melbourne, Fl. 32904
Contact: Ben Jacobs - AMR/AMI Specialist
Cell Phone: 561-386-8541 / Email: benjamin.jacobs@ferguson.com

RESOLUTION NO. 2025-050

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

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 12th day of August, 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2025-050

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Water Meter and Meter Reading Equipment from Ferguson Waterworks #3648., 14001 W. Newberry Road, Newberry, FL.

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

_____

Stockton Whitten
City Manager

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

THIS AGREEMENT is made and entered into this **23rd** day of **July 2024**, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **FERGUSON ENTERPRISES, LLC DBA FERGUSON WATERWORKS** a Virginia limited liability company, whose address is 7800 Ellis Road, Melbourne, Fl 32904-1517, hereinafter referred to as "Seller".

WITNESSETH:

WHEREAS, the City desires to engage Seller as a sole-source supplier of utility meters and meter reading equipment with associated software; and

WHEREAS, the City frequently has a need to purchase utility meters and meter reading equipment for its regional water utility, the specifications of which are attached hereto and incorporated by reference herein as **Exhibit A** (generally referred to herein as the "Equipment"), and desires to enter into this Master Agreement ("Agreement") to govern purchases, which will be made on an as-needed basis according to the procedure established herein; and

WHEREAS, Seller has provided a Cost Schedule, attached hereto and incorporated by reference herein as **Exhibit B**, for the Equipment; and

WHEREAS, Seller has further furnished manufacturer's warranty details for the Equipment, which are attached hereto and incorporated by reference herein as **Exhibit C** (generally referred to herein as the "Warranty" or "Warranties"); and

WHEREAS, Seller is willing to provide such services to the City under the terms and conditions stated herein and particularly agrees to honor the Equipment pricing provided in the Cost Schedule for the applicable term of this Agreement;

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, TERMINATION, AND DEFINITIONS

1.1 Unless sooner terminated by the City, this Agreement shall terminate on August 15, 2025. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to three additional one-year renewals. Such an extension shall only be by written amendment to this Agreement. Seller agrees that, should the Seller and City agree to extend this Agreement, the contract price may be adjusted to allow for consumer price increases based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) (U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base), not

to exceed three percent (3%). Said increase shall, if approved by the City, become effective beginning with any purchase order issued after the commencement of the new renewal term.

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

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

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Seller to sell the goods approved in the Purchase Order to the City and is also sometimes referred to herein to include all Purchase 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. "Seller" shall mean Ferguson Enterprises, LLC dba Ferguson Waterworks, a Virginia limited liability company, and its principals, employees, resident project representatives (and assistants).

d. "Purchase Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in the Purchase Order, which sets forth the goods or equipment to be sold by Seller 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 Seller and Seller agrees to sell the types of equipment outlined in this Agreement, specifically Exhibit A (the "Equipment"), upon the terms listed in this Agreement, including the Cost Schedule attached hereto as Exhibit B and with the warranties described in Exhibit C, and in accordance with any subsequent Purchase Order. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

1.5 This Agreement may be terminated by the City in whole or in part at any time upon thirty (30) days' written notice to the Seller for any reason. This Agreement may be terminated by the Seller only by mutual consent of the parties.

2.0 DESCRIPTION OF SERVICES; QUOTE PROCEDURE

2.1 The City may make request of Seller to sell Equipment on a "purchase order" basis.

When the City desires to place a specific order for Equipment, the City may communicate with Seller, verbally or in writing, a general description of the Equipment needed. The Seller will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Seller shall include a price for the Equipment that is no greater than the price included in its Cost Schedule included as Exhibit B. The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to made the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, the Seller shall deliver the Equipment ordered therein.

2.2 The City shall have no obligation to purchase Equipment from Seller during the term of this Agreement. The need to purchase Equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular quantity of Equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

2.3 In exchange for applying the prices contained in the Cost Schedule, the City will consider Seller a preferred vendor and may often request Quotes from Seller for the categories of equipment listed in the Cost Schedule.

3.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SELLER.

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

3.2 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 Seller shall remain liable to the City in accordance with applicable law for all damages to the City caused by Seller's performance under this Agreement.

3.3 Acceptance of Payment. Acceptance of final payment by the Seller for a specific Purchase Order shall constitute a release of all claims for payment which the Seller may have against the City for that Purchase Order unless such claims are specifically reserved in writing and

transmitted to the City by the Seller prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Seller or to any remedies the City may pursue with respect to such claims.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

5.0 ASSIGNMENT

5.1 Seller shall not assign or subcontract this Agreement, any Purchase Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

6.0 INDEPENDENT CONTRACTOR

6.1 At all times during the term of this Agreement, Seller shall be considered an independent contractor and not an employee of the City.

7.0 NO JOINT VENTURE

7.1 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.

8.0 ATTORNEY'S FEES

8.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

9.0 COUNTERPARTS

9.1 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.

10.0 DRAFTING

10.1 City and Seller 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.

11.0 NOTICE

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

For Seller:
FERGUSON WATERWORKS
Attention: Benjamin Jacobs
7800 Ellis Road
Melbourne, Fl 32904-1517

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

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

11.3 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.

12.0 SOVEREIGN IMMUNITY

12.1 The City intends to avail itself of the benefits of Section 769.28, 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, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Service Provider 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 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.

13.0 CORPORATE REPRESENTATIONS BY SELLER

13.1 Seller hereby represents and warrants to the City that the undersigned representative of Seller has the power, authority, and legal right to execute and deliver this Agreement on behalf of Seller.

14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller'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 Seller to the City's complete satisfaction, and in no case shall exceed the amount provided in article 12.1 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.

14.2 Seller shall fully indemnify, defend and hold City harmless from and against any and

all losses, damages, costs and expenses, and attorney's fees, that City incurs because of any and all

claims that use of Equipment infringes upon (i) any United States copyright or (ii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). Seller shall have no

obligation under this Section 14.2 unless City promptly gives notice to Seller within ten (10) days after the date City first receives notice of the applicable infringement claim (provided that later notice shall relieve Seller of its liability and obligations under this Section 14.2 only to the extent that Seller is prejudiced by such later notice) and allows Seller to have sole and reasonable control of the defense or settlement of the claim. City may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Equipment is, or in Seller's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Seller, at its sole option and expense, shall provide the City, in addition to the aforementioned indemnity and hold harmless, with a full and complete remedy that will either:

(a) modify or replace all or the allegedly infringing part of the Equipment so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for City the right to continue using the allegedly infringing part of the Equipment; or

(c) remove all or the allegedly infringing part of the Equipment, and (i) if City has paid a one-time upfront initial fee for the applicable Equipment, refund to City the corresponding portion of the fee paid by City to Seller for the applicable part of the Equipment, or (ii) if City is paying for the use of the Equipment on a recurring basis, refund to City the corresponding portion of the unused recurring fee(s) paid by City to Seller with respect to the applicable part of the Equipment, and in each such case this Agreement shall terminate with respect to the Equipment or part thereof removed. The foregoing shall not apply to the extent the Equipment: (i) was supplied in accordance with City's unique use, design or instructions; or (ii) was modified by City or was combined by City with items not furnished pursuant to this Agreement.

14.3 General Indemnity. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death, and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Seller shall indemnify and hold harmless the City from and against all direct damages and costs of any kind, including but not limited to reasonable attorney's fees, to the extent caused by the negligent acts, negligent omissions, or willful misconduct of Seller, its employees, or agents, arising out of or connected with this Agreement; , except to the extent of negligence, wrongful acts or omissions of the City or its agents, elected or appointed officials, employees, or representatives. . For purposes of this indemnification only, this includes claims made by the employees of Seller against the City,

and Seller hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

The indemnification provided above shall obligate Seller to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement.

In no event shall either party be liable for any incidental, punitive, special or consequential damages hereunder.

15.0 ADDITIONAL ASSURANCES

15.1 The Seller for itself and its SubSellers, if any, certifies that:

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

b. No principal (which includes officers, directors, or executive) or individual holding a performing 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.

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

16.0 WARRANTIES

16.1 Seller hereby assigns to the City, effective as of the delivery date of each and every respective piece of Equipment any and all existing assignable warranties attached hereto as Exhibit C. The Seller will,

upon request by the City and at Seller's sole expense, cooperate with the City in the enforcement of any benefit provided in any such warranties. To the extent that such rights are not assignable, the City is hereby subrogated to all such rights of Seller.

16.2 Seller warrants to the City that Seller has the right to grant the City the right to use all third-party software and that Seller is an authorized distributor of the Equipment.

17.0 THIRD-PARTY SOFTWARE

17.1 All third-party software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure all new releases and fixes for third-party software shall be promptly provided to the City at no additional charge.

18.0 METER READING SYSTEM SOFTWARE

18.1 All meter reading system software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure that all hosted software updates and patches for meter reading software will be provided to the City at no additional charge during the term of each subscription agreement and that Seller shall provide customer support as described in the subscription agreement. In addition, the Seller shall endeavor to notify the City in advance of all suspensions in the meter reading system software service and to carry out necessary maintenance and upgrades outside of normal business hours. Interruptions to existing service can range in priority from urgent to low depending on the impact to the City. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of City connectivity to all of the meter reading system software or (b) results in loss, corruption or damage to City's data.
2	Critical	An Incident that has an adverse material impact on the performance of the meter reading system software or materially restricts City's use of the software as part of City's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the meter reading system software, but a fault exists in the meter reading system software that restricts City's use of the same.

4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the meter reading system software.

Seller will make commercially reasonable efforts to respond to meter reading system software incidents using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Seller will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Seller will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Seller will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Seller will respond within 24 hours of the issue being reported.	95%

The City may escalate any incidents to Utilities Department Director or Seller's Superintendent.

Further, if the City experiences service suspensions, interruptions or outages, excluding scheduled maintenance, that results in the service level uptime falling below 99% for three months in any rolling 12-month period (the "***Uptime Commitment***"), then the City may immediately terminate this Agreement, part thereof, or a subscription agreement, in which case Seller will refund any prepaid, unearned annual subscription fees.

18.2 Meter reading system software will be provided to the City per an annual subscription agreement. Manufacturer will provide correct file transfer layout to City and/or City's Utility Billing Software provider at no charge to provide correct meter reading system software data transfer to City's utility billing software. Meter Reading System Software will provide full functionality and reporting for all the manufacturer's AMR and AMI systems.

19.0 INSURANCE

19.1 During the term of this Agreement, Seller shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Seller shall maintain commercial general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect the Customer from claims of property damages and personal injury which are caused by any services performed under this Agreement whether such services are performed by Seller or by anyone directly employed by or contracting with Seller.

(b) Seller shall maintain adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing services for the City pursuant to this Agreement.

(c) Seller shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Seller from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which are caused from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Seller or by anyone directly or indirectly employed by the Seller.

19.2 During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the City. A copy of a current Certificate of Insurance shall be provided to the City by Seller upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 19.1. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation of any stipulated insurance coverage. **The City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation liability policies**

20.0 E-VERIFY

20.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

20.2 Subcontractors

(i) Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

20.3 Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SELLER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

20.4 Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Seller shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

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

CITY:
CITY OF COCOA *

By: Michael C. Blake

Print Name/Title: Michael Blake, Mayor

Date: 7/23/24

SELLER:

By: Jeff Kimbrough

Print Name/Title: Sales Manager

Date: 7/12/2024

ATTEST:

By: City Clerk

SEAL

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

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT A
EQUIPMENT PRODUCT SHEETS

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance Turbine Meter

Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

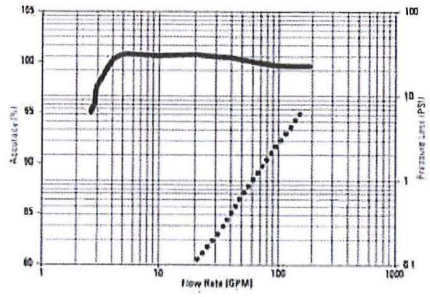
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

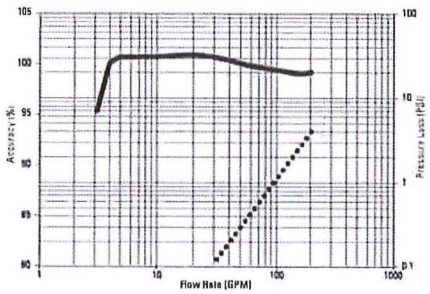
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

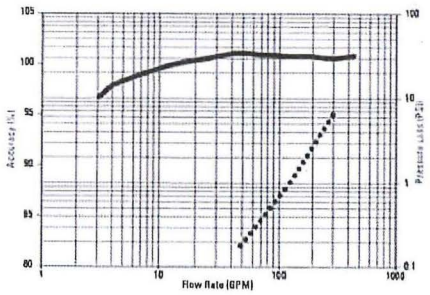
1½" Accuracy



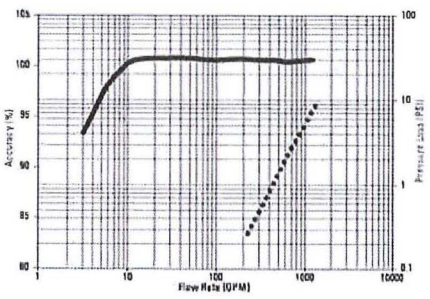
2" Accuracy



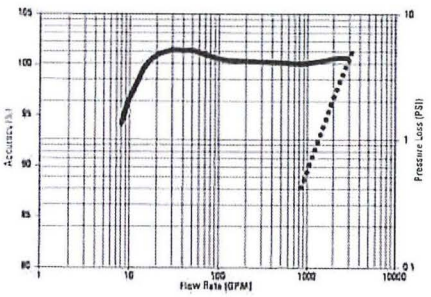
3" Accuracy



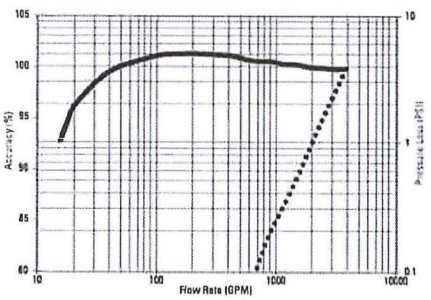
4" Accuracy



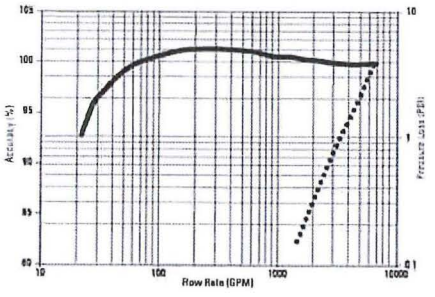
6" Accuracy



8" Accuracy



10" Accuracy



Accuracy

Head Loss

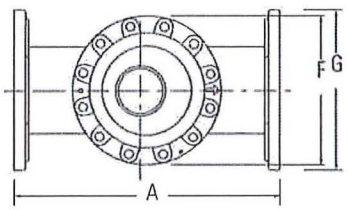
These charts show typical meter performance. Individual results may vary.

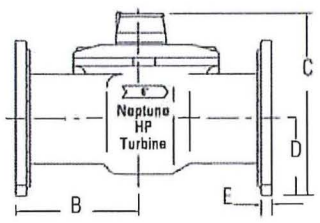
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m³/h	200 US gpm 45.4 m³/h	4 to 120 US gpm 0.91 to 27.3 m³/h
2"	4 to 200 US gpm 0.91 to 45.4 m³/h	250 US gpm 56.8 m³/h	4 to 190 US gpm 0.91 to 43.2 m³/h
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h
4"	10 to 1200 US gpm 2.27 to 272.5 m³/h	1500 US gpm 340.7 m³/h	15 to 750 US gpm 3.4 to 170.3 m³/h
6"	20 to 2500 US gpm 4.55 to 567.8 m³/h	3100 US gpm 704.1 m³/h	30 to 1350 US gpm 6.8 to 306.6 m³/h
8"	35 to 4000 US gpm 7.95 to 908.5 m³/h	5000 US gpm 1135.6 m³/h	50 to 2800 US gpm 11.4 to 635.9 m³/h
10"	50 to 6500 US gpm 11.36 to 1476.3 m³/h	8000 US gpm 1817 m³/h	75 to 4200 US gpm 17.0 to 953.9 m³/h

Dimensions

Meter Size	A	B	C-STD	C-ProRead™	C-E-CODER®)R900*i*™ and E-CODER®)R450*i*™	D	E	F	G	Weight
	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6 1/2 (165)	7 1/8 (181)	7 9/16 (192)	7 3/4 (197)	1 3/4 (44)	3/4 (19)	4 1/2 (114)	5 3/8 (137)	19 (8.6)
2"	10 (254)	6 1/2 (165)	7 5/8 (194)	8 1/16 (204.8)	8 1/4 (210)	2 1/8 (54)	13/16 (21)	4 1/2 (114)	5 3/8 (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10 7/16 (265.1)	10 5/8 (270)	3 3/4 (95)	5/8 (16)	6 1/4 (159)	7 1/2 (191)	40 (18.1)
4"	14 (356)	6 1/2 (165)	10 7/8 (276)	11 5/16 (287.3)	11 1/2 (292)	4 1/2 (114)	3/4 (19)	8 1/8 (206)	9 (229)	52 (23.6)
6"	18 (457)	8 5/8 (219)	13 (330)	13 7/16 (341.3)	13 5/8 (346)	5 1/2 (140)	1 (25)	10 1/4 (260)	11 (279)	115 (52.2)
8"	20 (508)	9 5/8 (244)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	6 3/4 (171)	1 1/8 (29)	10 1/4 (260)	13 1/2 (343)	195 (88.4)
10"	26 (660)	12 5/8 (321)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	8 (203)	1 1/4 (32)	10 1/4 (260)	16 (406)	275 (124.7)





Specifications

Application:

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register:

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element:

- AWWA Class II Turbine, hydrodynamically-balanced rotor

Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™,E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Options

Sizes:

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types:

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges:

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer:

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy
- 1½"-10" NSF/ANSI 61 lead free Rilsan® nylon-coated ductile iron

Registration

Registration (per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

NEPTUNE TECHNOLOGY GROUP

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neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE
TECHNOLOGY GROUP

MACH 10® ULTRASONIC METER

Sizes: 1½" and 2"

The MACH 10® is Neptune's newest water meter that offers solid state metrology with a rugged, lead free bronze maincase. The MACH 10 was designed to have the look and feel of a traditional water meter to help eliminate new technology concerns of your customers. Engineered to fit into even the smallest residential meter boxes, the MACH 10 fits the bill for all meter applications.

MAXIMIZE REVENUE

The extended low-flow accuracy of the MACH 10 allows you to catch virtually every drop used by your customers. Maintaining this level of meter performance over the life of the meter will maximize your utility's revenue stream from your metering program. The MACH 10 features no moving parts. Because there are no internal parts that can wear over time, there is no opportunity for accuracy loss over the life of the meter (flat accuracy curve).

No wear = No accuracy loss = Maximum revenue dollars

NO MAINTENANCE REQUIRED

Imagine having a residential meter with no moving parts and a 20-year battery life. Is that really possible? The answer is Yes, the MACH 10.

No moving parts = No wear + 20 year battery = Maintenance-free for life

SOLID STATE METROLOGY WITH SOLID BRONZE MAINCASE

With the MACH 10, there is no concern over breaking plastic meter spuds or cross-threading of plastic threads. Neptune believes that if a meter is capable of providing sustained accuracy over its life, the maincase should be designed to last the meter's lifetime as well. This is why we designed the MACH 10 solid state meter with a solid bronze maincase. The corrosion-resistant, lead-free, high-copper alloy maincase is built to withstand demanding service conditions; internal water pressure, rough handling during installation, and in-line piping stresses.

Field-proven NSF 61/ANSI bronze maincase = Confidence = No stranded assets

OPERATIONAL EFFICIENCY

The MACH 10®)R900*i*™ combines all the best features of the MACH 10 with seamless integration of the R900® radio to provide the best in operational efficiency. The MACH 10)R900*i* makes installation easier, faster, and less costly by eliminating field programming and removing external wires. It also gives you the ability to remove migration barriers without installing new endpoints as you move from walk-by to mobile to fixed network at your own pace. Reduce your non-revenue water with timely, accurate data and detect leaks faster to avoid surprises for you and your customer by deploying the MACH 10)R900*i* in your system.

KEY BENEFITS

- Extended low-flow range and accuracy
- No maintenance and accuracy sustained over meter life
- Regulatory compliance – peace of mind
- Health and asset protection with the highest lead free legislation compliance
- Supports Water Conservation
  - Provides leak history/diagnostics
  - Enables proactive leak notification
  - On-site customer event troubleshooting tools
- Increased operational efficiencies
  - Work order reduction for high water bill inquiries
  - Drought management
  - Reduction of water loss through proactive notification of water leaks
- Tamper management
  - Identification and prioritization of potential tamper situations

KEY FEATURES

- Advanced ultrasonic technology
- No moving parts
- NSF/ANSI 61 approved meter – lead free bronze maincase
- 20-year battery life
- "Absolute" 9-digit meter reading on display
- 8-digit remote meter reading
- Long-life lithium thionyl-chloride batteries
- Single design for pit and inside set applications
- IP68-certified for moisture protection
- True point-of-use leak detection*
- Tamper detection*
- Reverse flow detection*
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display
- Data logging**
- Optional integrated R900 or R450™ radio

* *When connected to Neptune R900® R450™ or CMIU™.*

** *When connected to R900v4 or newer version.*

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	Extended Low Flow Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	125 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	160 U.S. gpm	0.50 U.S. gpm

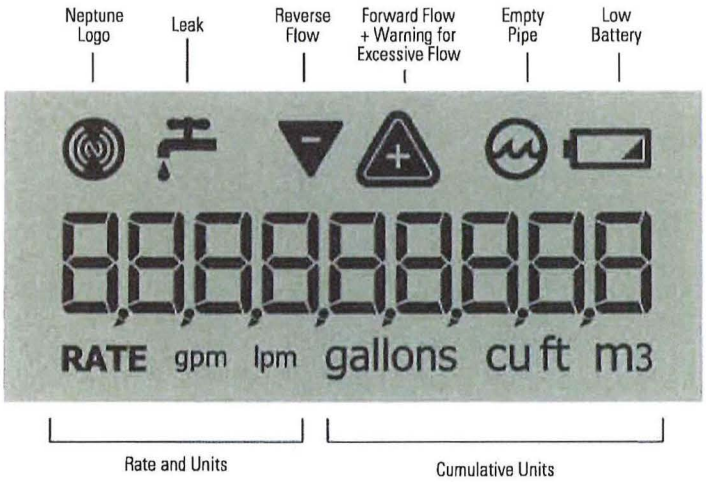
DIMENSIONS

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 3/32	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 13/32	163.5	OVAL

REGISTRATION

High Resolution (8-digit reading)		1½"	2"
1	U.S. Gallons	√	√
1	Imperial Gallons	√	√
0.1	Cubic Feet	√	√
0.01	Cubic Meters	√	√

LCD DISPLAY



SPECIFICATIONS

AWWA C750 compliant

AWWA C700, C701 performance compliant

NSF/ANSI 61 certified

Application: Cold water measurement of flow in potable, combination potable-and-fire service, and reclaim/secondary water applications.

Maximum operating water pressure: 175 psi

Operating water temperature range: +33°F to +122°F (+0.5°C to +50°C)

OPTIONS

Sizes:
- 1½"
- 2"

Units of measure: U.S. gallons, Imperial gallons, cubic feet, cubic meters

Meter options:
- Potable/fire service (combo or standalone meter service lines)
- Reclaim water

Environmental conditions:
- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

WARRANTY

Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

AMR/AMI SYSTEM COMPATIBILITY

All MACH 10 ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.

Neptune Technology Group Inc
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Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd
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Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc
Avenida Ejercito Nacional No 418
Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11560
Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503

NEPTUNE TECHNOLOGY GROUP

neptunetg.com

Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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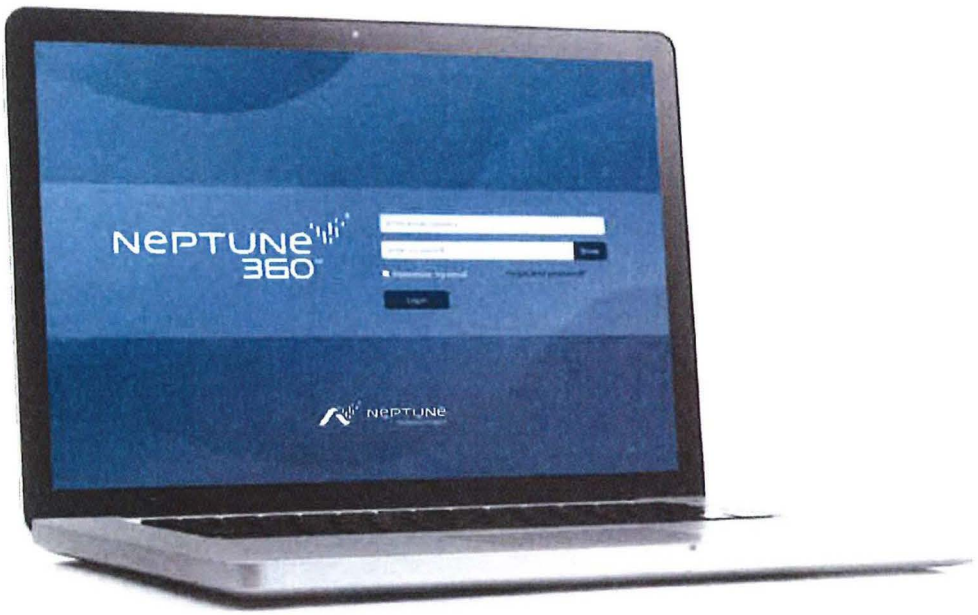
Neptune® 360™
Data Management Platform

A Product of Neptune Technology Group



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TECHNOLOGY GROUP

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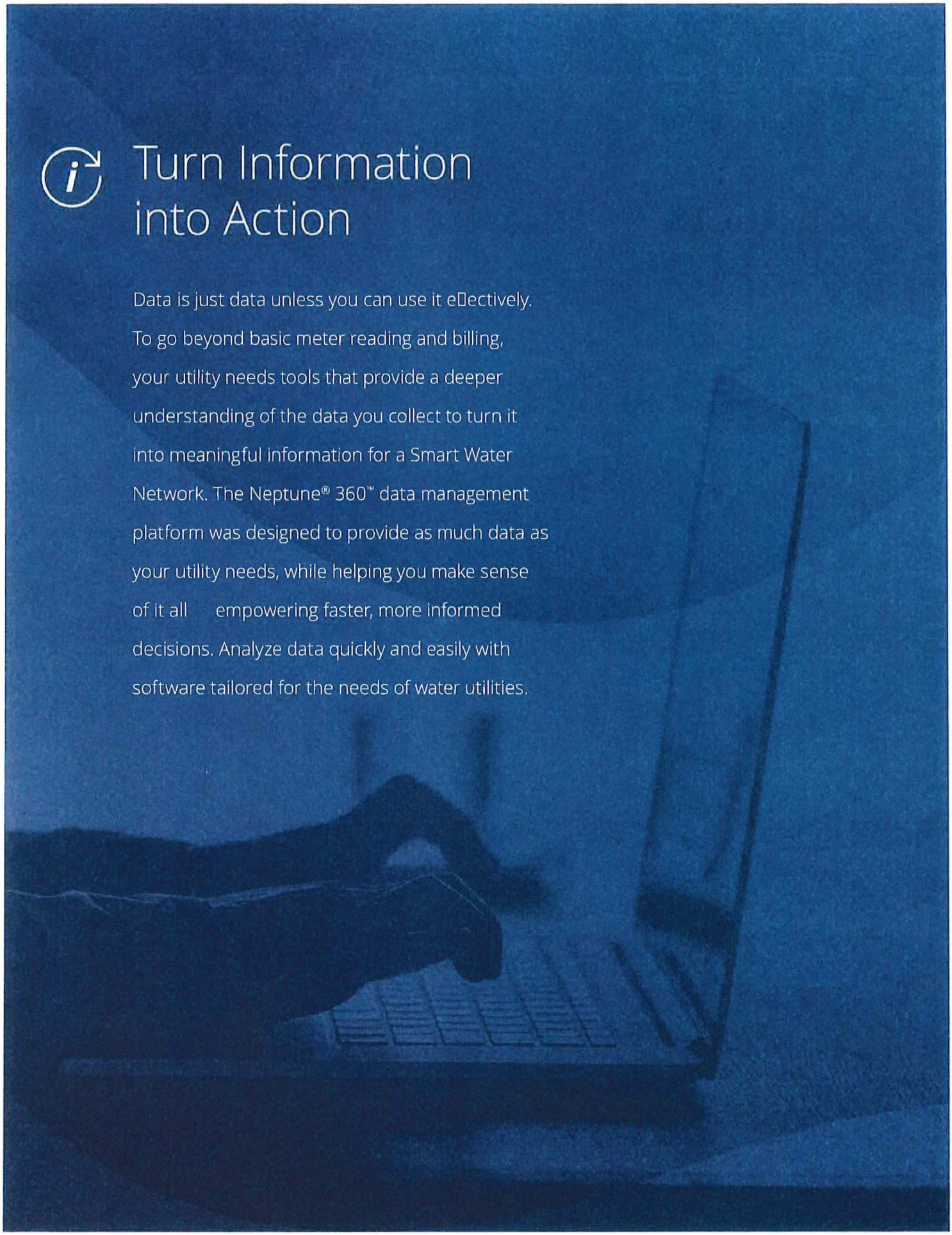


Turn Information into Action

Data is just data unless you can use it e□ectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.

Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.

Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.

A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).

An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.

Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.

METERS MATTER
Stream critical actionable data right into Neptune® 360™.

WALK-BY DATA
Sync collected data easily.

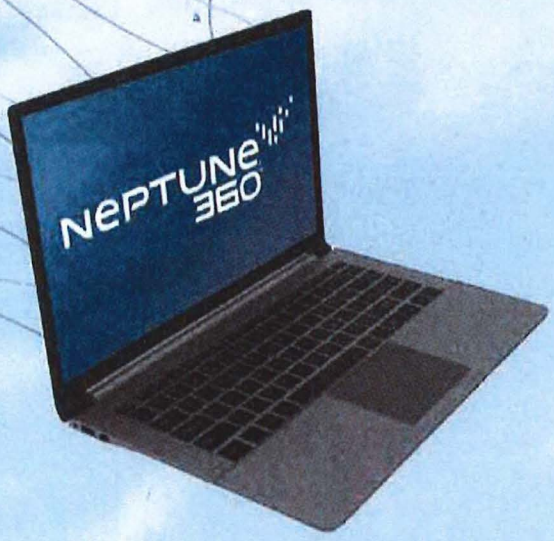
FUTURE PROOF AMI
Connect AMI network data.

MOBILE
Incorporate mobile data collection

BRING YOUR OWN DEVICE
Eliminate specialized devices and communicate efficiently.

THIRD PARTY SOFTWARE
Link data with third party applications (such as CIS and ESRI).

CUSTOMER RELATIONSHIPS
Streamline utility data management and provide exceptional customer service.



+ ACT QUICKLY
+ PLAN FOR THE FUTURE
+ MANAGE GROWTH

Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.

96

days of hourly historical consumption

Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Gateway v4 Fixed Network Data Collector

Streamline Measurement and Boost E□ ciency

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune's R900® System, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-CODER®-equipped meters. The R900 Gateway's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

Migrate Backward and Forward With Total Con□dence

Get the most value from your current assets, both infrastructure and workforce, through Neptune® systems that allow you to migrate at your own pace from mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System's 1 Watt fixed network message from endpoints, reducing infrastructure costs.

Resolve Customer Issues Proactively with Detailed Data

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

KEY BENEFITS

Facilitates Migration to AMI

- Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
- Migrate at your own pace – your system can be read by any combination of mobile and fixed that you choose
- No reprogramming of endpoints required to migrate to fixed network reading

Simple Access to Powerful Data

- On-demand read capability – obtain a reading whenever you need it
- Daily leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Improves Meter Reading E□ ciency

- Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
- Optimal performance in high-density R900 environments – capable of 360 readings per second

No Stranded Assets

- Maintains compatibility with existing R900s deployed
- Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 150W Solar
- 220W Solar

Battery Backup

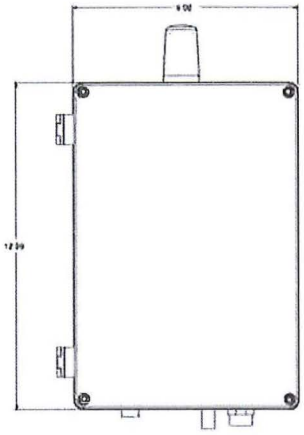
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

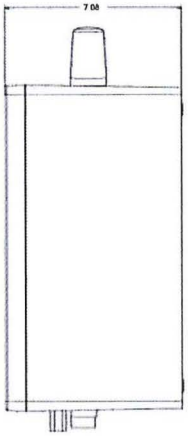
Backhaul Options

- Multi-carrier cellular modem
- EVDO Rev A (CDMA)
- 1xEVDO Rev 0 (CDMA)
- 1xRTT (CDMA)
- UMTS/HSPA (GSM)
- EDGE/GPRS (GSM)
- Ethernet
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity





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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10 Meter

SIZES ⅝", ¾", AND 1"

Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

Construction

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position of in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

Neptune® provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Systems Compatibility

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

KEY FEATURES

REGISTER

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

LEAD FREE MAINCASE

- Made from lead free, high-copper alloy
- NSF/ANSI 372, NSF/ANSI 61
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic or composite
- Electrical grounding continuity

NUTATING DISC MEASURING CHAMBER

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

Specifications

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application
- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure
- 150 psi (1034 kPa)

Maximum Operating Water Temperature
- 80°F

Measuring Chamber
- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes
- ⅝", ⅝" x ¾"
- ¾", ¾" SL, ¾" x 1"
- 1", 1" x 1¼"

Units of Measure:
- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types
- Direct reading: bronze box and cover (standard)

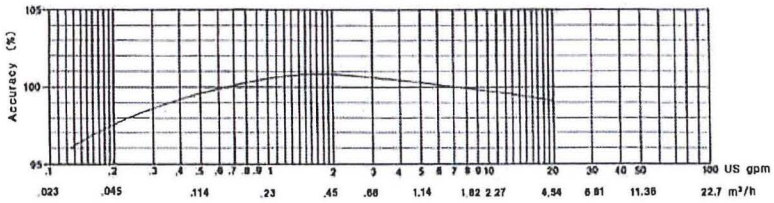
Remote Reading:
- ProRead, ProCoder, E-CODER, E-CODER)R900i, E-CODER)R450i, E-CODER)L900i, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps
- Synthetic polymer (⅝" only)
- Cast iron
- Lead free, high-copper alloy

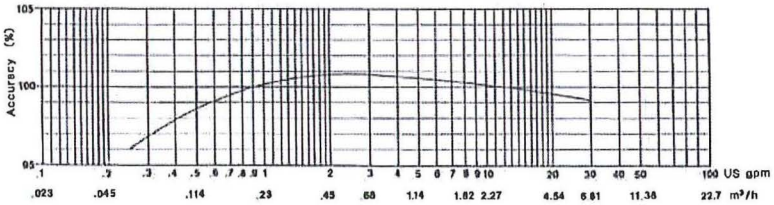
Connections
- Lead free, high-copper alloy, straight or bent

Environmental Conditions
- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

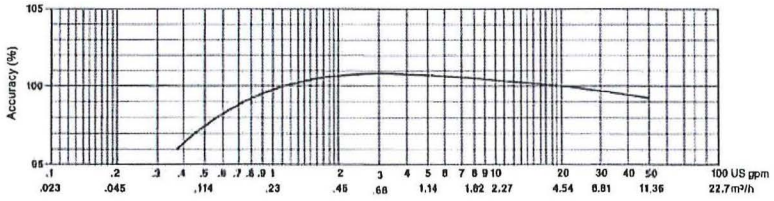
⅝" ACCURACY



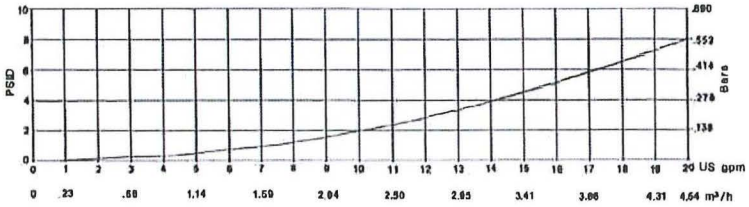
¾" ACCURACY



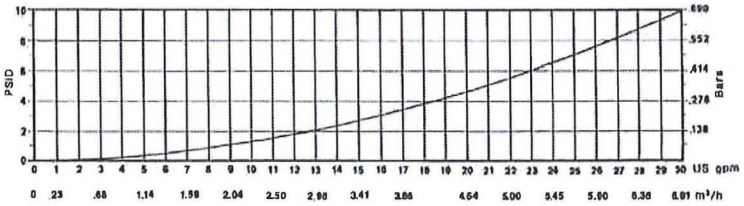
1" ACCURACY



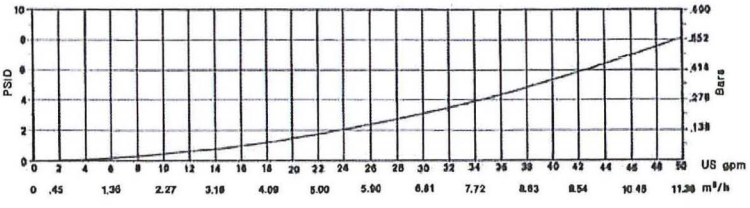
⅝" PRESSURE LOSS



¾" PRESSURE LOSS

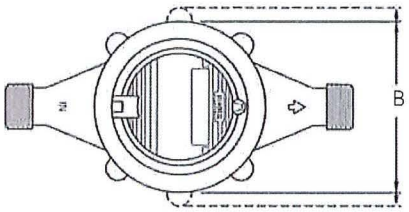


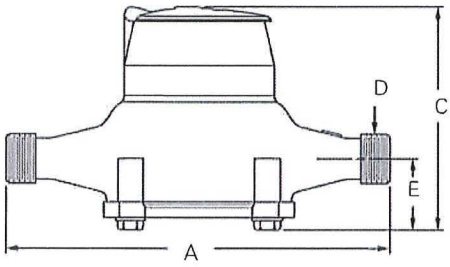
1" PRESSURE LOSS

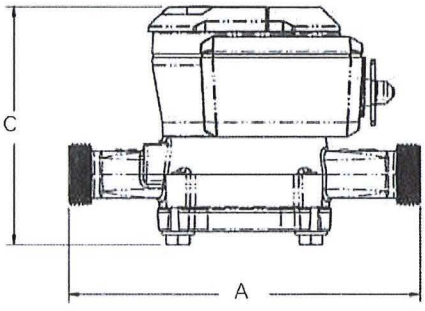


Dimensions

Meter Size	A	B	C					D-	E-	Weight lbs/kg
	in/ mm	in/ mm	Std. in/mm	ARB in/mm	ProCoder™ or E-CODER®	ProCoder™) R900*i*™ or ProCoder™) R450*i*™	E-CODER®) R900*i*™or E-CODER®) R450*i*™	NPSM Thread	in/ mm	
5/8	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	¾" - 14	1½ 38	3¼ 1.4
5/8 x ¾	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	1" - 11½	1½ 38	3⅜ 1.5
Pre 2011 ⅝	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	¾" - 14	1⅝ 41	3¾ 1.7
Pre 2011 ⅝ x ¾	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	1" - 11½	1⅝ 41	4 1.8
3/4	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	6 2.7
¾" SL	7½ 911	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	5½ 2.5
¾ x 1"	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1¼" - 11½	1⅞ 48	6½ 2.9
1"	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1¼" - 11½	2⅛ 54	9¾ 4.4
1" x 1¼	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1½" - 11½	2⅛ 54	10¼ 4.6







Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	1/8 US gpm 0.03 m³/h
3/4"	3/4 to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	1/4 US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	3/8 US gpm 0.09 m³/h

Registration

ProRead Registration (per sweep hand revolution)		5/8"	3/4" & 1"
10	US Gallons	√	√
10	Imperial Gallons	√	√
1	Cubic Foot	√	√
0.1	Cubic Metre	√	√
Register Capacity ProRead, ProCoder, and E-CODER		**5/8"**	**3/4" & 1"**
10,000,000	US Gallons	√	√
10,000,000	Imperial Gallons	√	√
1,000,000	Cubic Feet	√	√
100,000	Cubic Metres	√	√
ProCoder and E-CODER High Resolution (8-digit reading)		**5/8"**	**3/4" & 1"**
0.1	US Gallons	√	√
0.1	Imperial Gallons	√	√
0.01	Cubic Feet	√	√
0.001	Cubic Metres	√	√

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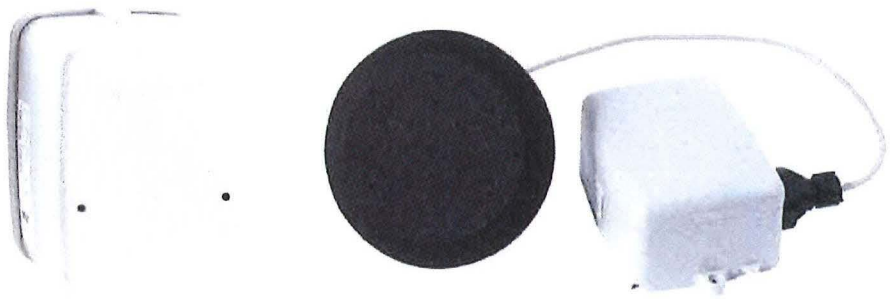
Reap AMI Benefits with an Existing 4G LTE Network

Neptune® Cellular Meter Interface Unit (CMIU™)



The Neptune® Cellular MIU (CMIU™) securely transmits meter reading data using a 4G LTE cellular network, so your water utility can eliminate the costs and frustrations associated with the installation, maintenance, and troubleshooting of AMI infrastructure. Instead, you can leverage an existing 4G LTE network to provide easy connectivity.

- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  Basic – hourly data delivered every 24 hours
  Advanced – hourly data delivered every 4 hours
  Pro – 15-minute data delivered every hour

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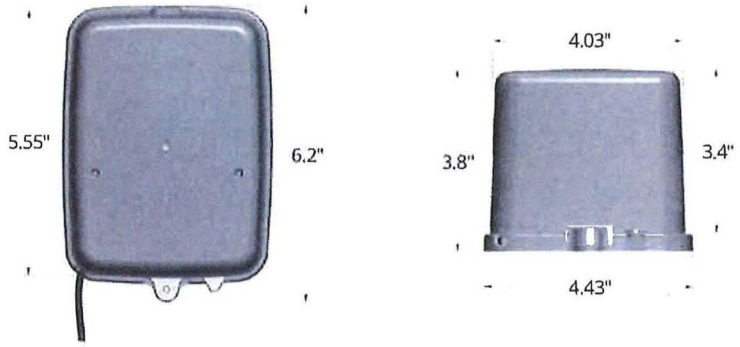
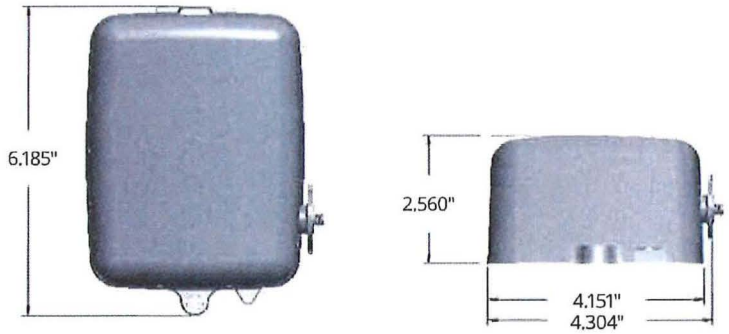
Dimensions

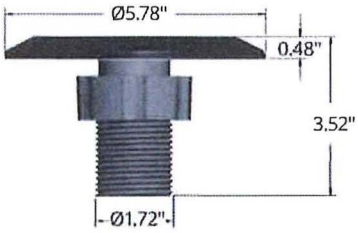
Wall MIU



Pit MIU



CMIU Pit Antenna



Specifications

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: Standard internal antenna
- Pit MIU: Standard through-the-lid antenna
  - 18" Coax

Encoded Register Compatibility

- Neptune MACH 10®, ARB®V, ProRead™, E-CODER®, and ProCoder™
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Battery Warranty

- Basic Operating Mode: 10 years*

* Warranty dependent on CMIU mode of operation. Refer to warranty statement.

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance PROTECTUS® III Stainless Steel (S) Fire Service Meter

SIZES: 4", 6", 8", and 10"

The Neptune® HP PROTECTUS® III Stainless Steel (S) fire service meter measures extremely wide flow ranges at 100% ± 1.5% accuracy. All HP fire service meters meet or exceed AWWA C703 Standard, are certified to NSF/ANSI 61 and 372 requirements, and are Underwriters Laboratory (UL) Listed and Factory Manual (FM) Approved for fire service use.

Application

The HP PROTECTUS III S fire service meter is designed to measure both domestic and fire service water usage through a single water line. A typical application would be in a warehouse, hotel, or hospital where one water line may supply any number of faucets or bathrooms as well as an automatic sprinkler system.

Operation

At low flow rates, all flow is through the bypass meter. As flow increases, pressure loss through the bypass meter increases and the detector check valve automatically opens. This condition occurs, for example, when a fire sprinkler system goes into operation. This permits flow through the mainline turbine meter. As flow decreases, reduced pressure loss closes the detector check valve and flow is again directed through the bypass meter.

Construction

The combined readings of the mainline turbine and the bypass meter indicate total consumption through the HP PROTECTUS III S meter.

- 300 series stainless steel mainline body
- Integral detector check valve (stainless steel spring-loaded type)
- 300 series stainless steel strainer body with stainless steel basket
- Epoxy-coated steel strainer and valve cover
- HP Turbine measuring element
- Lockable ball valves used on bypass
- Check valve used on bypass
- 1" T-10® meter (on 4" size)
- 1½" T-10 or 1½" HP Turbine meter (on 6" size)
- 2" T-10 or 2" HP Turbine meter (on 8" and 10" sizes)

KEY FEATURES

Compact Size

- Standard laying length fits existing installations
- Lowers new installation and replacement costs

Wide Operating Range

- Measures extremely wide flow ranges at 98.5%–101.5% accuracy
- Combines low-flow sensitivity of disc meter with high-flow capacity of turbine meter
- Registers leaks or unauthorized use of water from fire service lines

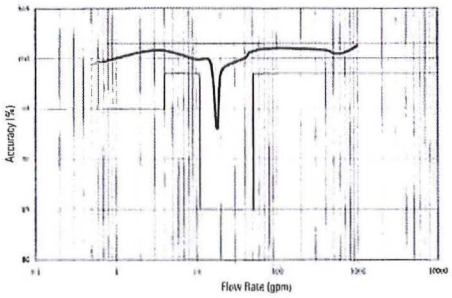
Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

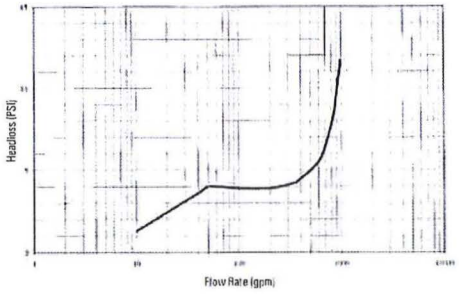
Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

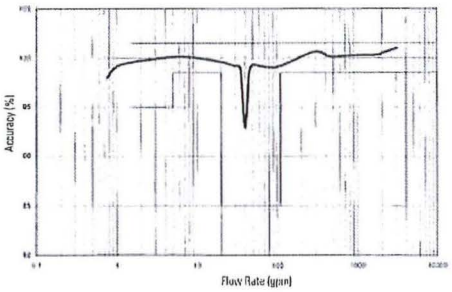
4" Accuracy



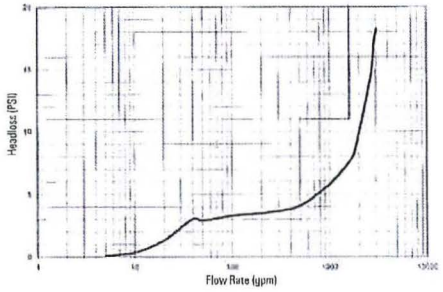
4" Headloss



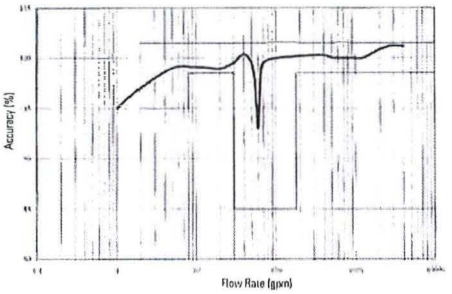
6" Accuracy



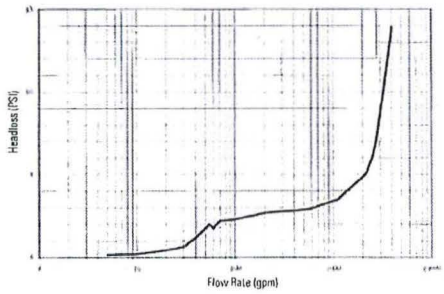
6" Headloss



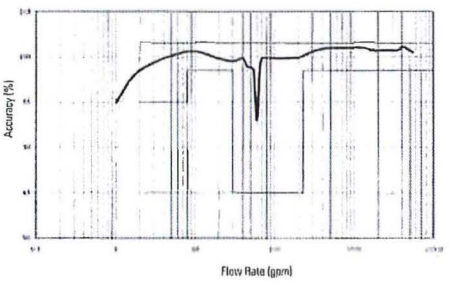
8" Accuracy



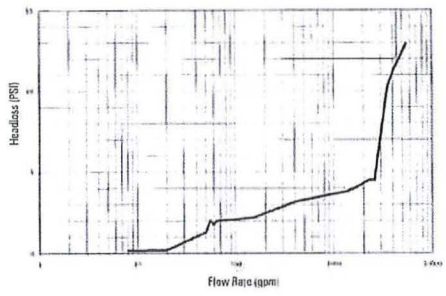
8" Headloss



10" Accuracy



10" Headloss



These charts show typical meter performance. Individual results may vary.

Operating Characteristics

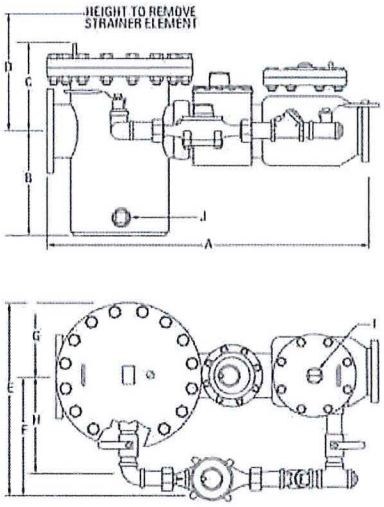
Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% - 101% Accuracy	Maximum Intermittent Flow Rate
4"	¾ to 1200 US gpm 0.171 to 272.55 m³/h	4 to 700 US gpm 0.91 to 1.59 m³/h	⅜ US gpm 0.09 m³/h	1500 US gpm 340.7 m³/h
6"	1½ to 2500 US gpm 0.34 to 567.81 m³/h	5 to 1600 US gpm 1.14 to 363 m³/h	¾ US gpm 0.17 m³/h	3100 US gpm 704.1 m³/h
8"	2 to 4000 US gpm 0.45 to 908.5 m³/h	8 to 2800 US gpm 1.8 to 636 m³/h	1 US gpm 0.23 m³/h	5000 US gpm 1135.6 m³/h
10"	2 to 6500 US gpm 0.45 to 1476.31 m³/h	8 to 4400 US gpm 1.8 to 999 m³/h	1 US gpm 0.23 m³/h	8000 US gpm 1817 m³/h

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	G in/mm	H in/mm	I in/mm	J in/mm	Weight lbs/kg
4"	33 838	10 254	10¾ 273	17½ 445	22 559	15¼ 387	6¾ 171	12 305	2 51	2 51	215 98
6"	45 1143	11 1/16 281	11⅜ 289	21¼ 540	29 737	19½ 495	9½ 241	16 406	2 51	3 76	570 258
8"	53 1346	11 13/16 300	13 29/64 342	25⅞ 657	34¼ 870	21¾ 552	12½ 318	17 432	3 76	3 76	765 347
10"	68 1727	14 13/16 376	15 381	30 1/16 764	36¼ 921	22½ 572	13¾ 349	18 457	3 76	3 76	900 408

Registration

Registration (per sweep hand revolution)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" &10"
1,000 US Gallons					✓	✓
100 Gallons		✓	✓	✓		
100 Cubic Feet					✓	✓
10 US Gallons	✓					
10 Cubic Feet		✓	✓	✓		
1 Cubic Foot	✓					
10 Cubic Metres					✓	✓
1 Cubic Metre			✓	✓		
0.1 Cubic Metre	✓	✓				



Register Capacity (6 active wheel odometer)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" &10"
1,000,000,000 Gallons					✓	✓
100,000,000 Gallons		✓	✓	✓		
100,000,000 Cubic Feet					✓	✓
10,000,000 Gallons	✓					
10,000,000 Cubic Feet		✓	✓	✓		
10,000,000 Cubic Metres					✓	✓
1,000,000 Cubic Metres			✓	✓		
1,000,000 Cubic Feet	✓					
100,000 Cubic Metres	✓	✓				

Specifications

Application
- Cold water measurement of flow in one direction

Maximum Operating Pressure
- 175 psi (1206 kPa)

Register
- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator

Measuring Element
- AWWA Class II Turbine, hydrodynamically-balanced rotor, nutating disc

Flanges
- Round flanged ends per AWWA C207, Class D

Approvals
- NSF/ANSI 61
- NSF/ANSI 372
- UL Listed
- FM Approved

Options

Sizes
- 4", 6", 8", and 10"

300 Series Stainless Steel Strainer Cover and Valve Cover

300 Series Stainless Steel Bolts

Left Side Bypass

Units Of Measure
- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Register types
- Remote reading systems*: ProRead™, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3
- Reclaim

Companion Flanges
- Cast iron
- Bronze (4" only)

Special Meter Flanges**
- 12" (for 10" meter size)

**Consult factory for meter performance specifications when fitted with ARB.*

***Non-UL/FM approved.*

Guaranteed Systems Compatibility

All HP PROTECTUS III S fire service meters are guaranteed adaptable to our ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3, and Neptune meter reading systems without removing the meter from service.

Warranty

Neptune provides a limited warranty with respect to its HP PROTECTUS III S fire service meter for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of the UME.

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Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter

The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes ⅝", ¾", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900*i*™ features interleaved messages to support AMR, AMI, and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified (¾", 1")

Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

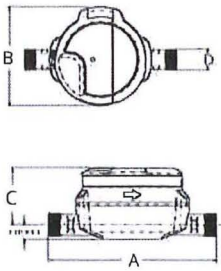
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

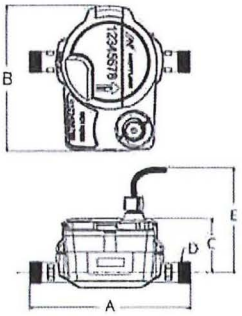
MACH 10® Dimensions

Meter Size	A	B	C	D NPSM
⅝"	7½"	4⅞"	2½"	¾" - 14
⅝" x ¾"	7½"	4⅞"	2½"	1" - 11½
¾"	9"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" SL	7½"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" x 1"	9"	4⅞"	2⁹⁄₁₆"	1¼" - 11½
1"	10¾"	4⅞"	2¹¹⁄₁₆"	1¼" - 11½
1" x 1¼"	10¾"	4⅞"	2¹¹⁄₁₆"	1½" - 11½



MACH 10®)R900i™ DIMENSIONS

Meter Size	A	B	C	D NPSM	E
⅝"	7½"	6¾"	2½"	¾" - 14	5⅞"
⅝" x ¾"	7½"	6¾"	2½"	1" - 11½	5⅞"
¾"	9"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" SL	7½"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" x 1"	9"	6¾"	2⁹⁄₁₆"	1¼" - 11½	5¹⁵⁄₁₆"
1"	10¾"	6¾"	2¹¹⁄₁₆"	1¼" - 11½	6¹⁄₁₆"
1" x 1¼"	10¾"	6¾"	2¹¹⁄₁₆"	1½" - 11½	6¹⁄₁₆"



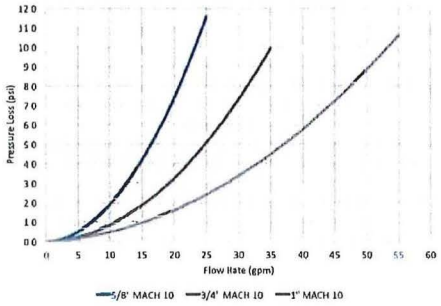
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 4.55 m³/h	0.2 to 20 U.S. gpm 0.23 to 4.5 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 6.82 m³/h	0.5 to 30 U.S. gpm 0.45 to 6.8 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.11 to 11.36 m³/h	0.75 to 50 U.S. gpm 0.75 to 11.4 m³/h	0.25 U.S. gpm 0.03 m³/h

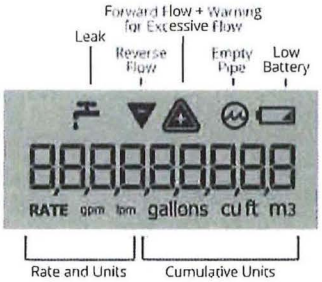
Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres

Pressure Loss



LCD DISPLAY



LoRa Alliance Certified™

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Capture Ultra-Low Flows and Monitor Flow Direction

Neptune® ProCoder™)R900*i*™

The Neptune® ProCoder™)R900*i*™ combination absolute encoder register/radio frequency meter interface unit (RF MIU) makes it simple to collect metering data using multiple modes simultaneously and features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. Its interleaved mobile and high-power fixed network messages allow for simple migration from walk-by to mobile to fixed network reading – and back again – without site visits or reprogramming. Your utility can also review an account's consumption by the hour with 96 days of profile information, along with alerts for leak or backflow. Proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs.

- Easy to install/no programming required
- Interleaved mobile and high-power fixed network messages
- Read in walk-by, mobile, fixed modes simultaneously
- 96 days of hourly account history
- Leak, tamper, reverse flow detection

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Specifications

Electrical Specifications

- MIU Power: Lithium battery with capacitor

Transmitter Specifications:

- Two-way MIU
- Transmit Period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC Verification: Part 15.247
  - Transmitter Channels: 50 frequency-hopping, spread-spectrum
  - Channel Frequency: 910 to 920 MHz
- Encoder Register Reading Interval:
  - Every 15 minutes
- Data Logging Interval:
  - 96 days of hourly data

Environmental Conditions

- Operating Temperature: -22°F to +149°F (-30°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity:
  - Inside Set: 0 to 95%, condensing
  - Pit Set: 100% submersible

Materials

- Register Housing:
  - Inside Set: plastic polycarbonate
  - Pit Set: roll-sealed copper shell
- Lens:
  - Inside Set: plastic
  - Pit Set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna
- 18" coax
- 6' coax
- 20' coax

Resolution

Register Capacity

	Size	G	ft³	m³
T-10®(Includes disc side of TRU/FLO®)	⅝", ¾", 1"	10,000,000	1,000,000	100,000
T-10 (Includes disc side of HPPIII)	1.5", 2"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	1,000,000,000	100,000,000	10,000,000

High Resolution (8-digit reading)

	Size	G	ft³	m³
T-10 (Includes disc side of TRU/FLO)	⅝", ¾", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1.5", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	10	1	0.1

ProCoder Registration (Per Sweep Hand Revolution)

Type	Size	G	ft³	m³
T-10	⅝" - 2"	0.1	0.01	0.001
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	10	1	0.1
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	100	10	1

Options

Compatibility

- Available for ⅝"-2" T-10® water meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

- 20 years (10/10); refer to specific Warranty Statement

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Strainers

SIZES: 1½", 2", 3", 4", 6", 8", and 10"

Neptune® strainers are designed and built for long-term, trouble-free performance in water pipeline service. They are specially designed for installation with HP Turbine or TRU/FLO® compound meters and are compatible with all other makes as well.

Neptune recommends that a strainer be installed with each HP Turbine or TRU/FLO Compound meter to prevent meter damage and to ensure accurate registration regardless of the configuration of the meter installation.

Performance

When installed at the inlet of a turbine or compound meter, the strainer performs two very important functions:

- It provides protection against damage to the turbine meter measuring element from debris or foreign material in the pipeline.
- The stainless steel, plate-type strainer element is designed to improve the velocity profile of the flow stream entering the meter. This velocity profile improvement optimizes turbine meter performance. Good metering practice normally requires 8 to 10 diameters of straight pipe at the meter inlet to minimize velocity profile distortion caused by upstream valves or other fittings. The Neptune strainer reduces this long straight-run requirement and simplifies meter installation.

Construction

Neptune strainers are built of the highest-quality, time-proven materials available for water pipeline service. Strainer bodies and covers in 1½" through 10" sizes are made of lead free, high-copper alloy or Rilsan® nylon-coated ductile iron. Strainer elements and cover bolts in all sizes are stainless steel.

Neptune strainers are rated at 150 psi working pressure. Each strainer is hydrostatically tested at 300 psi before shipment to ensure hydraulic integrity.

Warranty

Neptune provides a limited warranty with respect to its strainers for performance, materials, and workmanship. For owner maintenance purposes, Neptune offers a complete inventory of replacement parts. When required, maintenance is easily accomplished without removing the strainer from the service line.

KEY FEATURES

Lead free, high-copper alloy or Rilsan nylon-coated ductile iron body ensures durability; chemical and corrosion resistant

NSF/ANSI 61 certified and NSF/ANSI 372 compliant

Low head loss

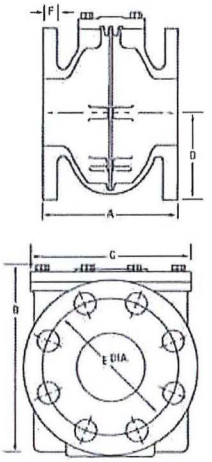
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

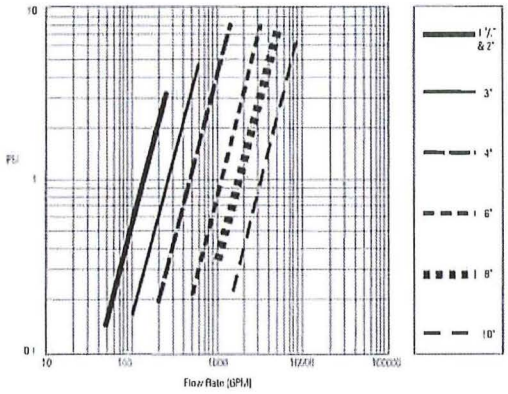
In-line serviceability

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	No. of Holes	Hole Dia. in/mm	Weight lbs/ kg
1 ½"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
2"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
3"	6 152	8 ½ 216	8 ¾ 222	3 ¾ 95	6 152	⅝ 16	4	¾ 19	30 13.6
4"	7 ½ 191	9 ¾ 248	10 ½ 267	4 ½ 114	7 ½ 191	11/16 17	8	¾ 19	42 19.0
6"	9 229	11 ¾ 298	11 ½ 292	5 ½ 140	9 ½ 241	⅞ 22	8	⅞ 22	70 31.8
8"	10 254	14 356	13 ½ 343	6 ¾ 171	11 ¾ 298	1 ⅛ 29	8	⅞ 22	120 54.5
10"	15 381	18 ¼ 464	18 ¼ 464	8 203	14 ¼ 362	1 3/16 30	12	1 25	160 72.6



Pressure Loss



Options

Rilsan nylon-coated ductile iron

Lead free, high-copper alloy

Maximum Operating Pressure

150 psi

Part Numbers

Lead Free, High-Copper Alloy

- 1½" 53145-000
- 2" 53120-000
- 3" 53107-000
- 4" 53107-100
- 6" 52000-201
- 8" 52000-304
- 10" 52000-402

Lead Free, Rilsan Nylon-Coated Ductile Iron

- 1½" 53145-100
- 2" 53120-600
- 3" 53107-600
- 4" 53107-700
- 6" 52000-601
- 8" 52000-704
- 10" 52000-802

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Trimble Ranger 3XE Handheld Data Collector

Streamline and Automate Water Measurement

When you work with the Neptune® R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

Protect Assets While Adopting New Technologies

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-CODER®)R900*i*™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

Address Customer Issues And Improve Service

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-CODER®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.

KEY BENEFITS

Increases Efficiency

- Supports multiple data collection methods – manual keyed entry, probed, and mobile RF
- Integrated HR2650i receiver for easy transition to mobile RF
- Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

Protects your meter reading data

- SD card backup
- Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
- Meets IP67 for protection against dust and water intrusion

Analyze data at the source

- View data logging graphs in the field to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Specifications

Operating System

- Windows Mobile 6.5 Professional

Software Application

- N_SIGHT® (version 4.7 or later)

Processor

- TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz

Memory

- 256 MB RAM

Display

- 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting

Keyboard:

- QWERTY full keypad with number pad, directional buttons with 4 programmable buttons

Power Supply

- Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
- Power management system
- Integrated charge status and low battery indicator
- Typical 10+ hour work day

Communication

- Bluetooth 2.0 + EDR
- WiFi (802.11b/g)

WWAN Radios

- HSDPA, Tri-band
- HSDPA/UMTS: 850/1900/2100 MHz, Quad-band
- GSM/GPRS/EDGE
- CDMA

Audio

- Integrated speaker and microphone

AMR RF Receiver

- HR2650i integrated receiver, Also compatible via Bluetooth with R900 BCT

Dimensions

- Height: 1.9" (4.8 cm)
- Width: 5.2" (13.1 cm)
- Length: 10.5" (26.6 cm)
- Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus

Temperature Range

- Operating: -22°F to +140°F (-30°C to +60°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

Environmental – Meets or Exceeds:

- Water: IEC-529, IP67
- Sand & Dust: IEC-529, IP67
- Drop: MIL-STD-810G, Method 516.6, Procedure IV
- Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
- Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
- Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
- Humidity: MIL-STD-810G, Method 507.5
- Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III

Approvals

- FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461

Accessories

- Ethernet communications and charging cradle
- Replacement lithium-ion battery
- Hand strap
- AC power adapter
- Anti-glare screen protector
- Stylus

Warranty

- Two year comprehensive warranty
- Hardware and software maintenance contracts available

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

E-CODER®)R900*i*™

Protect And Expand Your Technology Investments

Neptune® designed the R900® System to make it easy for your utility – installation, everyday use, and expansion for the future without stranded assets. The E-CODER®)R900*i*™ combination absolute encoder register/ radio frequency meter interface unit (RF MIU) is a perfect example of all of the above. Not only does it work with past generations of meters and meter reading systems, but seamless integration is built into this single-unit end-point itself, providing two-way communications of advanced metering data. The E-CODER)R900*i*'s interleaved mobile and high-power fixed network messages allow for simple migration from mobile to fixed network reading without site visits or reprogramming.

Streamline Operations And Manage Resources

In addition to eliminating the need for programming, the E-CODER)R900*i* has no external wires, making installation easier, faster, and less costly; plus it reduces potential vandalism or tamper. As with the rest of the R900 System, the design of the unit is intuitive and user-friendly so that minimal training is required for operation. It's designed to help manage time, labor, and other resources. The radio frequency transmission of the E-CODER)R900*i* can save your utility significant amounts of time in terms of both meter reading and billing, and provide flexibility to reallocate personnel to different tasks or departments depending on your changing workforce needs.

Do More With Detailed, Actionable Data

The types of data your utility can generate through the E-CODER)R900*i* can take you far beyond a simple meter reading for a monthly bill. Hourly consumption profile information over an account's last 96 days, along with alerts for leak or backflow, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune® 360™ host software, your utility can leverage detailed data from the E-CODER)R900*i* to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the E-CODER)R900*i* can help your utility make better, more confident decisions.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- No external wires
- Reduces labor cost
- Reduces potential wire vandalism and damage

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247:
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity:
  - Inside set - 0 to 95%, condensing
  - Pit set - 100% submersible

Materials

- Register housing:
  - Inside set: plastic polycarbonate
  - Pit set: roll-sealed copper shell
- Lens:
  - Inside set: plastic
  - Pit set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna:
  - 18" Coax
  - 6' Coax
  - 20' Coax

Options

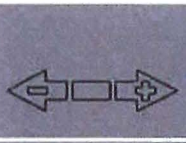
Compatibility

- Available for all sizes and makes of current Neptune meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

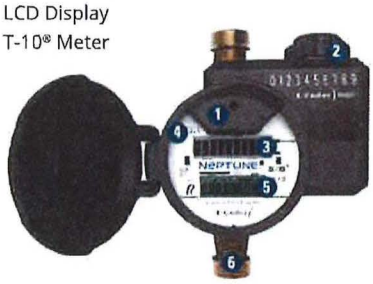
Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

20 years (10/10); refer to specific Warranty Statement

	**FLOW INDICATOR** Shows the direction of flow through the meter: ON Water in use. OFF Water not in use. Flashing Water is running slowly. (-) Reverse flow. (+) Forward flow.
	LEAK INDICATOR Displays a possible leak: OFF No leak indicated. Flashing Intermittent leak indicates that water has been used for at least 50 of the 96 15-minute intervals during a 24-hour period. On Continuously Indicates water use for all 96 15-minute intervals during a 24-hour period.
RATE	**RATE OF FLOW** Average flow rate is displayed every twelve seconds on LCD display.
	LCD DISPLAY Nine-digit LCD displays the meter reading in billing units of measure: U.S. gallons, cubic feet, Imperial gallons, or cubic metres. 1 E-CODER basic reading/customary 6-digit remote reading 2 Customary sweep hand digits 3 E-CoderPLUS reading (8-digit remote reading) 4 Testing units used for diagnostics 5 Extended reading units 6 Customary billing units

1. Internal Antenna
2. Optional Antenna Port
3. Solar Panel
4. Date of Manufacture
5. LCD Display
6. T-10® Meter



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Superior Accuracy. Zero Maintenance.

Neptune® MACH 10® Ultrasonic Meter

The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3", 4", and 6"
- Advanced ultrasonic technology with easily replaceable UME design
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Available in standard turbine and compound lay lengths
- Lead free, high-copper alloy maincase
- Open flow path design with low pressure loss

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

Cold water measurement of flow in potable water applications

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Units of Measure

- U.S. gallons, cubic feet, cubic metres

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Compatible with Neptune R900® and CMIU. Also available in MACH 10®)R900*i*™and MACH 10®)TC configurations for an integrated radio solution.

Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity
3"	0.50 U.S. gpm	0.625 to 500 U.S. gpm	500 U.S. gpm
4"	0.75 U.S. gpm	1.0 to 1200 U.S. gpm	1200 U.S. gpm
6"	1.0 U.S. gpm	1.5 to 2000 U.S. gpm	2000 U.S. gpm

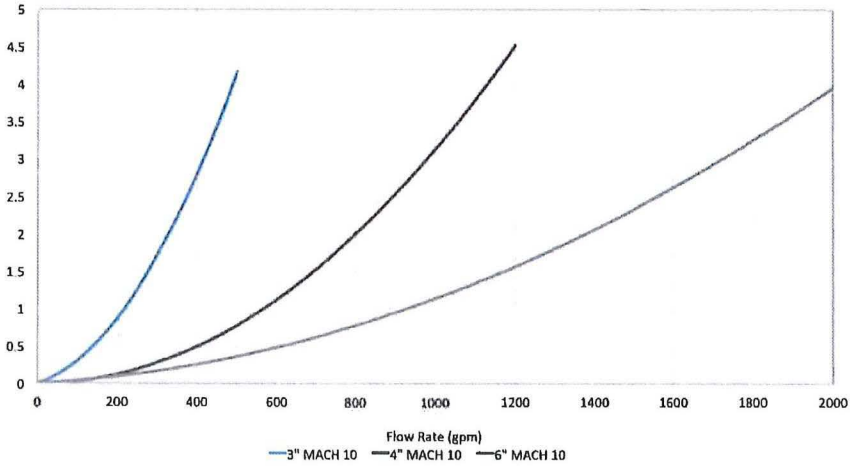
Dimensions

Meter Size	Length	Height
3"	12"	9½"
	17"	9½"
4"	14"	11"
	20"	11"
6"	18"	12¾"
	24"	12¾"

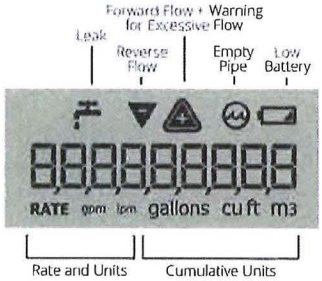
Registration

High Resolution (8-digit reading)	3"	4"	6"
1 U.S. Gallons	√	√	
10 U.S. Gallons			√
0.1 Cubic Feet	√	√	
1 Cubic Feet			√
0.01 Cubic Metres	√	√	
0.1 Cubic Metres			√

Pressure Loss



LCD Display



LoRa Alliance Certified™

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

MRX920™ Mobile Data Collector and MX900™ Software

Make Reading Success and Efficiency Automatic

Reliable, accurate, and field-proven, Neptune's MRX920™ mobile data collector – along with its MX900™ meter routes and mapping software – has helped water utilities across North America streamline, automate, and increase operational efficiencies. As part of Neptune's R900® System, the MRX920 helps transform data into actionable information that helps identify hidden causes of loss and optimize operational efficiency.

Strapped to the seat of your utility vehicle, the MRX920 reads up to fifty (50) meters simultaneously as your meter reader cruises down the streets. And in conjunction with the routes-integrated/Esri®-powered MX900 mapping, meter reading is automatic, fast, and effortless for your meter readers, accurate with less manpower deployed for your utility.

The MRX920 comes with Bluetooth capability, so your meter readers have the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office[1,2].

Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune data collection systems have a common, core code base which translates to faster availability of new features and functionalities for your utility.

Make Migration to Other Technology Simple

The R900 System is designed to easily accommodate and support past generations of meters, encoder registers, and data collectors – while at the same time giving your utility the flexibility to incorporate future innovations as needed. The MRX920 is no exception, providing seamless compatibility with all generations of R900 MIUs. Its industry-leading performance can save days or even weeks for your meter reading routes, and new features within its MX900 software, such as Esri-powered mapping and wireless mobility, make valuable data available in real time as you read your system. Feel free to phase in these new features and equipment at your own pace, secure in the knowledge that Neptune will support your future needs without leaving you with stranded assets.

KEY BENEFITS

Reduced Meter Reading Time

- Reads up to fifty (50) meters simultaneously

Simple Access to Actionable Data

- Esri-powered GIS maps[1] show meter reading and flag status
- Wireless mobility – communicate meter reading data back to N_SIGHT® in real time[1]
- User-configurable advanced filtering shows you only the information you need
- Data logging and off-cycle reads without physical access to the meters

Analyze Data at the Source

- View data logging graphs in the field and share with homeowner to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER®-equipped meters

[1] *Optional MX900™ Mapping and Mobility module required. Mobile computing device recommended and not included.*
[2] *Cellular or Internet connection required.*

Save Your Utility – and Your Customers – Time and Money

While the R900 System always allows your utility to migrate forward to implement fixed network data collectors, or backward to use RF technology for individual off-cycle readings or data logging, using the MRX920 and MX900 software as a part of your system makes for fast and simple access to information that can provide effective resolutions to customers' water-related issues. With detailed consumption data in hand while working in the field, along with proactive alerts of leaks and backflow conditions, you can enhance customer service. In the process, you can even preempt high bill complaints, reduce delinquent payments, and eliminate write-offs.

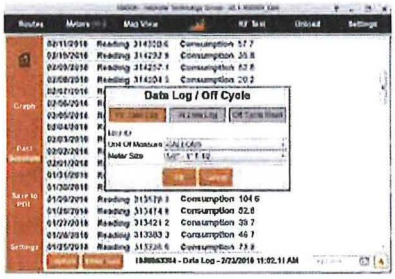
Specifications

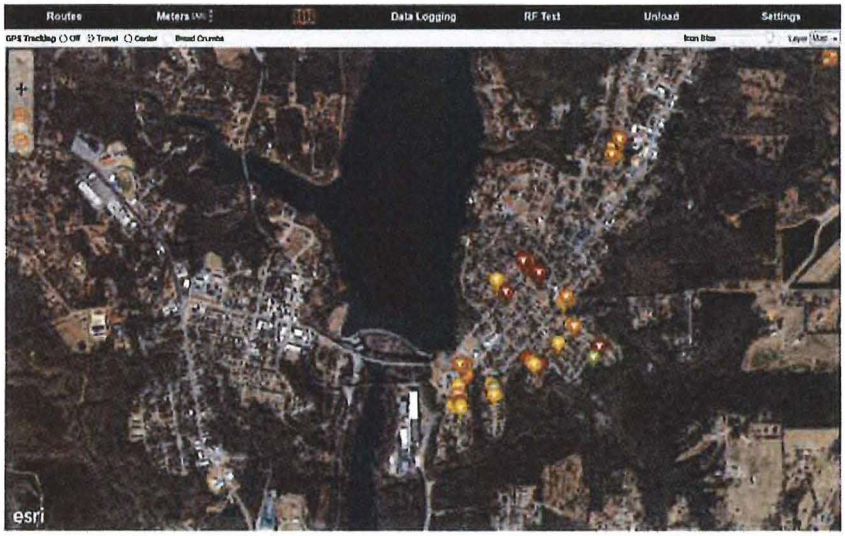
Physical Specifications

- Dimensions:
  8" (width) x 3.15" (height) x 11" (length excluding connections and handle)
- Weight: ~5 lbs

Electrical Specifications

- Power consumption: < 1A
- Power supply: 12V DC via vehicle power source adapter





Neptune recommends the following mobile computing hardware specifications for optimal performance:

- 12.1" XGA (800 x 600) minimum
- 89-key keyboard
- Operating System:
  - Windows® 7 Professional 32 & 64
  - Windows® 8 Professional 32 & 64
  - Windows® 8.1 Professional 64
  - Windows® 10 Professional 64
- .Net Framework 4.5 or higher
- Processor: Intel Pentium 1.7 Ghz or faster processor
- Memory: 1 GB minimum
- Communication
  - Internal 802.11 b/g wireless LAN
  - Windows Wireless Connection Manager (if Bluetooth connection to the receiver is desired, Bluetooth v2.1 + EDR required)
- USB 2.0
- GPS receiver (required for the mapping and mobility module)
- Minimum of 2 GB of available hard drive space

Environmental Conditions

- Operating temperature:
  -4°F to +122°F (-20°C to +50°C)
- Storage temperature:
  -40°F to +185°F (-40°C to +85°C)
- Operating humidity: 5 to 95% non-condensing relative humidity

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Wall or Pit Meter Interface Unit (MIU)

Build Onto Your Existing Technology Investment

As part of Neptune's R900® System, the R900® meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of equipment. At the same time, it allows your utility to incorporate innovations as you need. A single radio frequency unit that can transmit meter reading data using any reading method – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without stranded assets.

Conserve Resources, Simplify Operations

With the pressures your utility faces, Neptune® knows you don't have time, personnel, water, or revenue to waste. That's why we designed the R900 MIU and the rest of the system for ease of use. In addition, the R900 MIU's interleaved, high-power, 1 Watt fixed network message reduces infrastructure costs while allowing reading in any mode – without separate reading systems, site visits, or any type of MIU reconfiguration. The R900 MIU provides fixed network transmission capability at all times, while it also transmits readings for walk-by or mobile methods. Making operations even easier, the user-friendly, intuitive R900 System design requires only minimal training, providing you flexibility to adapt to changes in your workforce and reallocate staff to different departments as needed.

Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
  - 18" Coax
  - 6' Coax
  - 20' Coax

Encoded Register Compatibility

- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Options

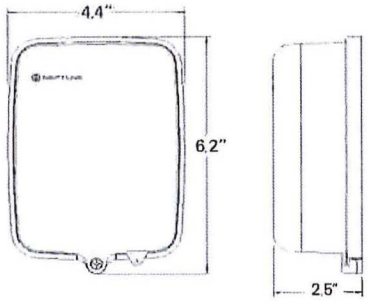
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

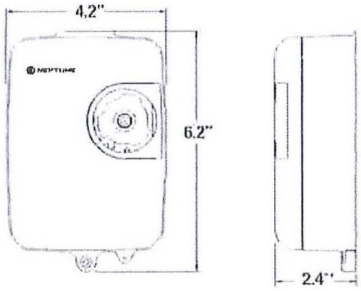
Warranty

20 years (10/10); refer to specific Warranty Statement

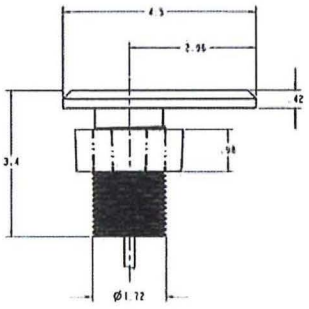
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10® METER

SIZES: 1 ½" and 2"

Construction

Every Neptune® T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

See Neptune Meter Warranty Statement for warranty details.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

KEY FEATURES

Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

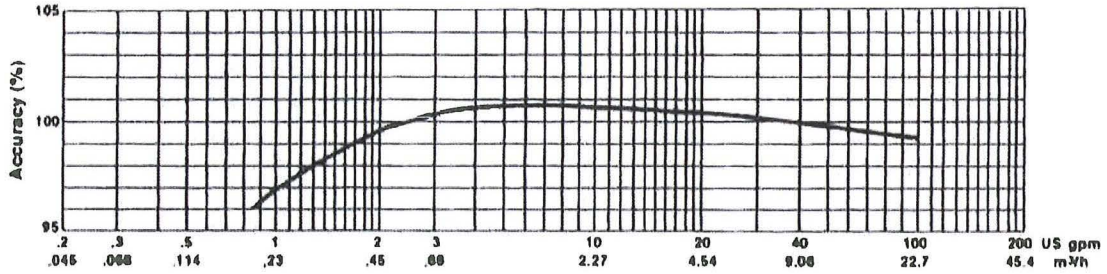
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 Certified
- NSF/ANSI 372 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic
- Electrical grounding continuity

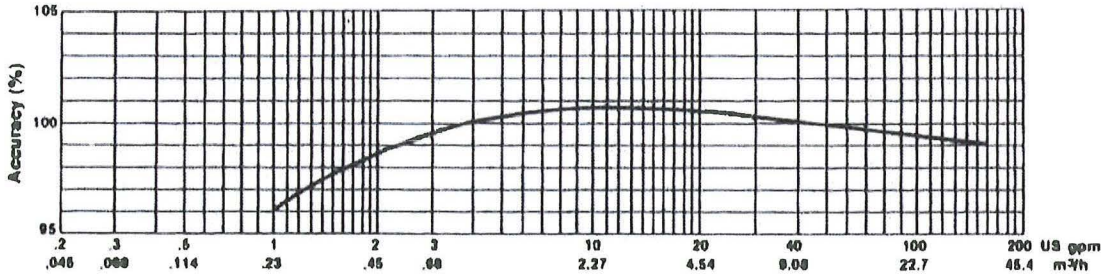
Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

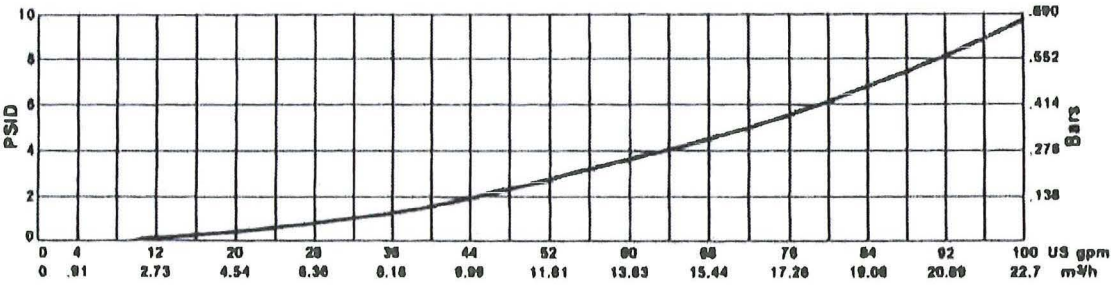
1 ½" Accuracy



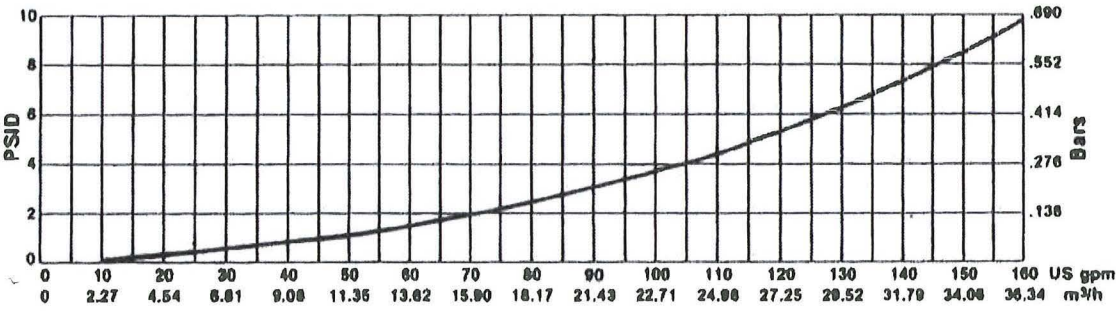
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

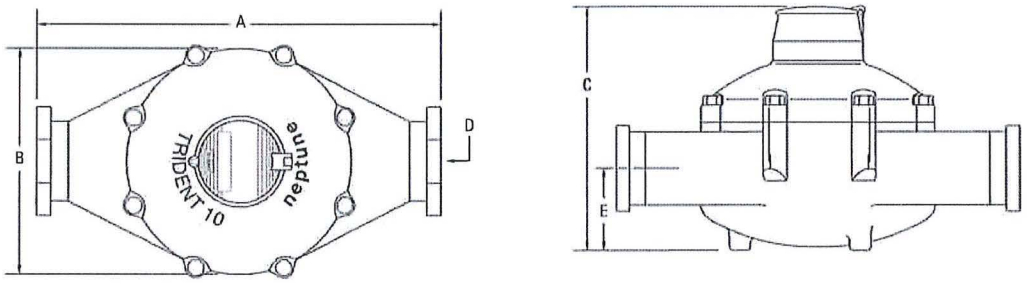
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½"	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2"	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

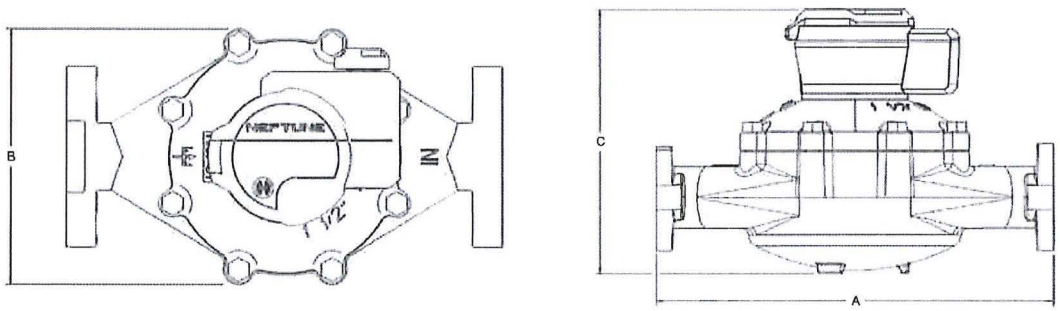
Dimensions

Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900i™ or ProCoder™) R900i™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½" Flanged End	13 330	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	—	—	2 9/16 65	35 15.9
2" Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	11 1/2	2" NPT	3 1/8 79	40 18.1
2" Flanged End	17 432	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	—	—	3 1/8 79	44 20.0

T-10 With Standard Register



T-10 With E-CODER®)R900i™ or ProCoder™)R900i™ Pit Register



Guaranteed Systems Compatibility

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™,E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune ARB® Utility Systems™ without removing the meter from service.

Specifications

Certification
- NSF/ANSI 61, NSF/ANSI 372

Application
- Cold water measurement of flow in one direction

Maximum Operating Water Pressure
- 150 psi (1,034 kPa)

Maximum Operating Water Temperature
- 80°F

Measuring Chamber
- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes
- 1 ½" flanged or threaded end
- 2" flanged or threaded end

Units of Measure
- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types
- Direct reading: Bronze box and cover
- Remote reading: ProRead Absolute Encoder, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Measuring Chamber
- Synthetic polymer

Companion Flanges
- Lead free, high-copper alloy

Environmental Conditions
- Operating temperature: +33°F to +49°F (0°C to +65°C)
- Storage temperature:
- +33°F to +158°F (0°C to +70°C)

Test Ports
- 1" (optional)

Registration

ProRead Registration (per sweep hand revolution)		**1 ½"**	**2"**
100	US Gallons	✓	✓
100	Imperial Gallons	✓	✓
10	Cubic Feet	✓	✓
1	Cubic Metre		✓
.01	Cubic Metre	✓	
Register Capacity ProRead, ProCoder, and E-CODER		**1 ½"**	**2"**
100,000,000	US Gallons	✓	✓
100,000,000	Imperial Gallons	✓	✓
10,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓*	
1,000,000	Cubic Metres	✓**	✓
E-CODER High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres		✓
0.001	Cubic Metres	✓	
ProCoder High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres	✓	✓

**ProRead and E-CODER only **ProCoder only*

NEPTUNE TECHNOLOGY GROUP

#winyourday
neptunetg.com

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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

EXHIBIT B
COST SCHEDULE

City of Cocoa - 8/16/24 - 8/15/25

Ferguson Waterworks - Master Agreement for Water Meter and Meter Reading Equipment Purchase

Warehouse Inventory #	Part Number	Item Description	2024-25 UNIT PRICE
	ED2B31RPHG21	5/8"x3/4" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 137.03
673-008-00005	ED2B31RPWG11S2596	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 211.22
673-606-00016	ED2B31RPWG11S2597	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 211.22
		5/8"x3/4" T10 PB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 254.47
	ED2F21RPHG21	1" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 262.89
673-008-00006	ED2F21RPWG11S2596	1" T10 BB Meter W/R900i Gallon Register	$ 318.31
673-606-00017	ED2F21RPWG11S2597	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 318.31
		1" T10 BB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 370.88
	ED2H11RPHG21	1-1/2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 555.64
673-008-00007	ED2H11RPWG11S2596	1-1/2" T10 Flanged Meter W/R900i Gallon Register	$ 557.98
673-008-00017	ED2H21RPWG11S2596	1-1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 557.98
		1 1/2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 639.18
	ED2J11RPHG21	2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 741.94
673-008-00008	ED2J11RPWG11S2596	2" T10 Flanged Meter W/R900i Gallon Register	$ 759.74
673-008-00018	ED2J21RPWG11S2596	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 759.74
		2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 854.84
	EP7C1RPHG11	4"x1" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 9,088.31
	EP7C1RPWG11S2596	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 9,211.04
	EP7D1RPHG11	6"x1 1/2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 14,870.30
	EP7D1RPWG11S2596	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 14,996.02
	EP7E1RRPHG11	8"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 18,705.24
	EP7E1RPWG11S2596	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 18,716.12
	EP7F1RPHG11	10"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 23,290.67
	EP7F1RPWG11S2596	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 23,417.95
	53120-000	2" Bronze Flanged Meter Strainer	$ 466.31
	53107-000	3" Bronze Flanged Meter Strainer	$ 844.50
	53107-100	4" Bronze Flanged Meter Strainer	$ 1,472.14
	52000-201	6" Bronze Flanged Meter Strainer	$ 2,220.42
	52000-304	8" Bronze Flanged Meter Strainer	$ 3,728.46
	52000-402	10" Bronze Flanged Meter Strainer	$ 5,910.98
	53142-100	4" UL-FM Fire Service SS Flanged Basket Strainer	$ 3,561.84
	53142-200	6" UL-FM Fire Service SS Flanged Basket Strainer	$ 5,944.67
	53142-300	8" UL-FM Fire Service SS Flanged Basket Strainer	$ 10,015.95
	53142-400	10" UL-FM Fire Service SS Flanged Basket Strainer	$ 12,900.41
	EU1B1G1	5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 193.89
	EU1B2G1	5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 311.76
		5/8"x3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 357.96
	EU1D1G1	3/4" Mach 10 Meter W/ Pigtail	$ 218.38
	EU1D2G1	3/4" Mach 10 Meter W/ R900i Gallon Register	$ 330.34
		3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 372.28
	EU1F1G1	1" Mach 10 Meter W/ Pigtail	$ 258.53
	EU1F1G2	1" Mach 10 Meter W/ R900i Gallon Register	$ 373.42
		1" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 429.64
	EU2A1G1	1 1/2" Mach 10 Meter W/ Pigtail	$ 650.71
	EU2A2G1	1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 766.29
		1 1/2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 875.72

	EU2E1G1	2" Mach 10 Meter W/ Pigtail	$ 794.94
	EU2E2G1	2" Mach 10 Meter W/ R900i Gallon Register	$ 910.98
		2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 1,016.08
	EU3A1G1	3" Mach 10 Meter W/ Pigtail - 12" Length	$ 2,675.92
	EU3A2G1	3" Mach 10 Meter W/ R900i Gallon Register - 12" Length	$ 2,805.82
	EU3B1G1	3" Mach 10 Meter W/ Pigtail - 17" Length	$ 2,675.92
	EU3B2G1	3" Mach 10 Meter W/ R900i Gallon Register - 17" Length	$ 2,805.82
	EU3C1G1	4" Mach 10 Meter W/ Pigtail - 14" Length	$ 3,481.29
	EU3C2G1	4" Mach 10 Meter W/ R900i Gallon Register - 14" Length	$ 3,589.94
	EU3D1G1	4" Mach 10 Meter W/ Pigtail - 20" Length	$ 3,481.29
	EU3D2G1	4" Mach 10 Meter W/ R900i Gallon Register - 20" Length	$ 3,589.94
	EU3E1G1	6" Mach 10 Meter W/ Pigtail - 18" Length	$ 5,825.27
	EU3E2G1	6" Mach 10 Meter W/ R900i Gallon Register - 18" Length	$ 5,951.75
	EU3F1G1	6" Mach 10 Meter W/ Pigtail - 24" Length	$ 5,825.27
	EU3F2G1	6" Mach 10 Meter W/ R900i Gallon Register - 24" Length	$ 5,951.75
	EU4A1G1	8" Mach 10 Meter W/Pigtial	$ 9,555.59
	EU4A2G1	8" Mach 10 Meter W/R900i Gallon Register	$ 9,663.99
	EU4B	10" Mach 10 Meter W/Pigtial	$ 12,819.15
	EU4B	10" Mach 10 Meter W/R900i Gallon Register	$ 12,966.31
	EU4C1G1	12" Mach 10 Meter W/Pigtial	$ 15,862.89
	EU4C2G1	12" Mach 10 Meter W/R900i Gallon Register	$ 15,986.60
	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,685.57
		Any Size/Model ProCoder Pit Style Gallon Register	$ 74.40
		Any Size/Model ECoder Pit Style Gallon Register	$ 85.02
		Any Size/Model Pit Style R900i Gallon Register	$ 175.36
		Any Size/Model ProCoder R900i Register W/FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 219.07
673-008-00009	RPW2G11	5/8" T10 Pit Style R900i Gallon Register	$ 175.36
673-008-00010	RPW2G31	1" T10 Pit Style R900i Gallon Register	$ 175.36
673-008-00011	RPW2G41	1 1/2" T10 Pit Style R900i Gallon Register	$ 175.36
673-008-00012	RPW2G51	2" T10 Pit Style R900i Gallon Register	$ 175.36
673-606-00019	RPW2G11S334	5/8" T10 Pit Style R900i RECLAIMED Gallon Register	$ 175.36
673-606-00020	RPW2G31S334	1" T10 Pit Style R900i RECLAIMED Gallon Register	$ 175.36
	13341-220	R900 Wall MIU - 25' Cable	$ 116.91
	13442-200	R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 127.54
673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 27.63
	13749-300	R900 Pit Lid Antenna - 20'	$ 31.88
	13967-210	R900 - FirstNet Cellular Wall MIU - 6' Cable	$ 116.91
	13966-200	R900 - FirstNet Cellular Pit MIU W/Internal Antenna - 6' Cable	$ 127.54
	15146-200	R900 - FirstNet Cellular Pit MIU W/External Antenna	$ 159.42
	14083-000	R900 - First Net Pit Style External Antenna Only	$ 31.88
	13302-100	R900 Belt Clip Transceiver v3.0	$ 6,108.25
	13655-300	MRX920v4e Mobile Data Collector	$ 11,288.66
	TMRX920V3	MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 216.49
	NMRX9203BASE	MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 128.87
	13458-000	R900 Gateway V4 Fixed Network Data Collector	$ 9,768.04
	13068-200	R900 Gateway 150W Solar Panel Assembly	$ 3,572.16
	13070-100	R900 Gateway UPS Outdoor Power System Assembly	$ 2,649.48
	13146-100	R900 Gateway antenna	$ 412.37
	14099-108	Neptune 360 Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.69
	14099-109	Neptune 360 Annual SaaS Subsription - AMR (100,000+ Customers per endpoint per year)	$ 0.56
	14099-118	Neptune 360 Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.93
	14099-119	Neptune 360 Annual SaaS Subsription - AMI (100,000+ Customers per endpoint per year)	$ 1.24
	13980-308	Neptune 360 Annual SaaS Subsription-FirstNet Cellular (50,000-100,000 Customers per endpoint per year)	$ 6.86
	13980-309	Neptune 360 Annual SaaS Subsription-FirstNet Cellular (100,000+ Customers per endpoint per year)	$ 5.94

	13980-002	Neptune 360 Advanced AMI Set-Up Fee (one-time fee)	**$ 3,615.00**
	13980-003	Neptune 360 Additional Remote Training (4-hour training window)	**$ 840.00**
	13980-004	Neptune 360 On-Site Training (8 hours)	**$ 1,700.00**
	13980-011	Neptune 360 Professional Services (per hour fee)	**$ 440.00**

All parts per current published parts price list - Receive 20 % Discount from published price.

Pricing Term: 8/16/24 - 8/15/25

Ferguson Waterworks - #751
7800 Ellis Road, Melbourne, Fl. 32904
Contact: Ben Jacobs - AmR/AMI Specialist
Cell Phone: 561-386-8541
Email: benjamin.jacobs@ferguson.com

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

EXHIBIT C
PRODUCT WARRANTY

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

E-CODER®)R900*i* ™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any E-CODER®)R900*i*™ that has shipped since product introduction.

2. E-CODER)R900*i*
Neptune Technology Group Inc. warrants that the E-CODER)R900*i* (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-CODER)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-CODER)R900*i* free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	E-CODER)R900*i*
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

* Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-CODER)R900*i* registers are warranted for one (1) year after date of shipment or balance of original E-CODER)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-CODER)R900*i* Installation and Maintenance Guide). This warranty does not apply to any E-CODER)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ECODER)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-CODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900*i*. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-CODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER) R900*i*. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MRX920™ Mobile Data Collector

WARRANTY - HARDWARE

The warranty on the MRX920 mobile data collector unit is 12 months from shipment date. Warranty applies to the collector unit only and does not include the MX900™ software or accessories including cables, antenna, carrying case, etc. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship[1], or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of five days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

HARDWARE ENTITLEMENT (EXTENDED MAINTENANCE) CONTRACT

Entitlements, previously known as "extended maintenance contracts," are available from your authorized Neptune® sales representative. An entitlement contract covers the following services beyond the original 12-month hardware warranty described in the above section:

- Free repair of unit, including parts and labor[1]. Accessories and software excluded.
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of five working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT INCLUDED IN THE ENTITLEMENT CONTRACT:

- Accessories, e.g., rechargeable batteries, cables, antennas, USB flash drives, any peripherals, etc.
- MX900 software
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop, or other devices, provided by a third party

** MRX920 unit's normal wear and tear is not covered. Misuse of the unit or abuse automatically voids any warranty or entitlement contract.*

REPAIR NOTES:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. Email Neptune Customer Support at support@neptunetg.com to request an RMA.
- Customer pays all incoming shipment charges
- Repair turnaround time for units not under warranty or an entitlement contract is 20 working days from the receipt of purchase order, excluding transit time
- For out-of-warranty units and units without entitlement contracts, repair fee charged will be based on the cost of labor and material as assessed by Neptune

- All outgoing repairs are shipped ground service. Customer may request Priority Overnight return shipment at customer's own expense.
- Repair warranty is 90 days from shipment date

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY – SOFTWARE
Please refer to the MX900 software warranty statement for additional terms and conditions.

WARRANTY – ACCESSORIES
Accessories are warranted against product defect or workmanship for 90 days from shipment date. Abuse and normal wear and tear excluded.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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[1] Damages resulting from abuse and/or improper handling of the unit, as assessed by Neptune, will void the warranty and entitlement contract.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900*i*™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any ProCoder™)R900*i*™ that has shipped since product introduction.

2. PROCODER)R900*i*
Neptune Technology Group Inc. warrants that the ProCoder)R900*i* (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900*i* free of charge for the first ten (10) years and at a discount off of the then- current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	ProCoder)R900*i* Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900*i* registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900*i*™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATIONOR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACHOF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Meter Interface Unit (MIU)

I. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

II. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	R900 MIU
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

**Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement MIUs are warranted for one (1) year after date of shipment or balance of original MIU warranty, whichever is greater.*

III. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III Meter and; (2) HP Fire Service Turbine and; (3) Neptune Fire Hydrant Meter, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulser RM remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VI), and E-CODER™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.
If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Stainless Steel (S) Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune 's Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III S and HP Fire Service Turbine S, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 09/01/2009:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll-sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five (5) years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

Year of Failure	Body Replacement Cost
1-10	Full replacement
11	20%
12	40%
13	60%
14	80%
15-20	90%

* Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement bodies are warranted for one (1) year after date of shipment or original body warranty, whichever is greater.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

(c) Stainless Steel Body. Neptune warrants that the stainless steel body shall remain free from corrosion due to exposure to normal environmental conditions for a period of twenty (20) years from the date of shipment (such period being the "Warranty Period"). For the purposes of this limited warranty, "corrosion" is defined as [through-wall penetration of the stainless steel body]. Neptune will, at its option, repair or replace a corrosion defect free of charge for the first (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

(d) Meter Accuracy for Neptune HP Protectus III S T-10 bypass meter. Neptune HP PROTECTUS III S T-10 bypass meter is warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the HP PROTECTUS III S T-10 bypass meter will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
1"	3/8 US gpm @ 95%, 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ US gpm @ 95%, 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95%, 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

ProRead™/E-CODER®/ProCoder™ Encoder Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Products Covered

This warranty shall apply to the ProRead™ absolute encoder, E-CODER® solid state absolute encoder register, and ProCoder™ absolute encoder register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

Materials and workmanship

Neptune Technology Group Inc. ("Neptune®") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *Encoder Quick Install Guide*). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

Encoder Compatibility Guarantee
Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

ARB® UTILITY MANAGEMENT SYSTEMS™

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

Guarantee of Compatibility

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900*i*™, ProCoder)R900*i*, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900*i* or ProCoder)R900*i* where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900*i*, ProCoder)R900*i*, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

Year of Failure	MACH 10®
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its

costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10, HP TURBINE, TRU/FLO ® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB ®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8 & 5/8" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm@ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

R900® Gateway Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV

W R900 GATEWAY 09 14

Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

W R900 GATEWAY 09 14

City of Cocoa - 8/16/25 - 8/15/26
Ferguson Waterworks - Master Agreement for Water Meter and Meter Reading Equipment Purchase

Warehouse Inventory #	Part Number	Item Description	2025-2026 UNIT PRICE	NEPTUNE 5% GLOBAL TRADE SURCHARGE
	ED2B31RPHG21	5/8"x3/4" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 141.27	$ 7.060
673-008-00005	ED2B31RPWG11S2596	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 217.75	$ 10.890
673-606-00016	ED2B31RPWG11S2597	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 217.75	$ 10.890
		5/8"x3/4" T10 PB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 262.34	$ 13.120
	ED2F21RPHG21	1" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 271.02	$ 13.550
673-008-00006	ED2F21RPWG11S2596	1" T10 BB Meter W/R900i Gallon Register	$ 339.02	$ 16.950
673-606-00017	ED2F21RPWG11S2597	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 339.02	$ 16.950
		1" T10 BB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 382.35	$ 19.120
	ED2H11RPHG21	1-1/2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 572.82	$ 28.640
673-008-00007	ED2H11RPWG11S2596	1-1/2" T10 Flanged Meter W/R900i Gallon Register	$ 574.90	$ 28.750
673-008-00017	ED2H21RPWG11S2596	1-1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 574.90	$ 28.750
		1 1/2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 659.20	$ 32.960
	ED2J11RPHG21	2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 764.36	$ 38.220
673-008-00008	ED2J11RPWG11S2596	2" T10 Flanged Meter W/R900i Gallon Register	$ 792.21	$ 39.610
673-008-00018	ED2J21RPWG11S2596	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 792.21	$ 39.610
		2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 876.11	$ 43.810
	EP7C1RPHG11	4"x1" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 9,369.39	$ 468.470
	EP7C1RPWG11S2596	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 9,495.92	$ 474.800
	EP7D1RPHG11	6"x1 1/2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 15,330.21	$ 766.510
	EP7D1RPWG11S2596	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 15,459.82	$ 773.000
	EP7E1RRPHG11	8"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 19,182.44	$ 959.120
	EP7E1RPWG11S2596	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 19,294.96	$ 964.750
	EP7F1RPHG11	10"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 24,011.00	$ 1,200.550
	EP7F1RPWG11S2596	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 24,142.22	$ 1,207.110
	53120-000	2" Bronze Flanged Meter Strainer	$ 483.56	$ 24.180
	53107-000	3" Bronze Flanged Meter Strainer	$ 870.62	$ 43.530
	53107-100	4" Bronze Flanged Meter Strainer	$ 1,517.66	$ 75.880
	52000-201	6" Bronze Flanged Meter Strainer	$ 2,289.09	$ 114.460
	52000-304	8" Bronze Flanged Meter Strainer	$ 3,843.77	$ 192.190
	52000-402	10" Bronze Flanged Meter Strainer	$ 6,093.79	$ 304.690
	EU1B1G1	5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 199.89	$ 10.000
	EU1B2G1	5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 321.40	$ 16.070
		5/8"x3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 369.03	$ 18.450
	EU1D1G1	3/4" Mach 10 Meter W/ Pigtail	$ 225.14	$ 11.260
	EU1D2G1	3/4" Mach 10 Meter W/ R900i Gallon Register	$ 340.55	$ 17.030
		3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 383.79	$ 19.190
	EU1F1G1	1" Mach 10 Meter W/ Pigtail	$ 226.53	$ 11.330
	EU1F1G2	1" Mach 10 Meter W/ R900i Gallon Register	$ 384.97	$ 19.250
		1" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 440.42	$ 22.020
	EU2A1G1	1 1/2" Mach 10 Meter W/ Pigtail	$ 675.42	$ 33.770
	EU2A2G1	1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 784.74	$ 39.240
		1 1/2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 902.67	$ 45.130
	EU2E1G1	2" Mach 10 Meter W/ Pigtail	$ 814.35	$ 41.720
	EU2E2G1	2" Mach 10 Meter W/ R900i Gallon Register	$ 945.59	$ 47.280
		2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 1,048.26	$ 52.410
	EU3A1G1	3" Mach 10 Meter W/ Pigtail - 12" Length	$ 2,739.21	$ 136.960
	EU3A2G1	3" Mach 10 Meter W/ R900i Gallon Register - 12" Length	$ 2,910.93	$ 145.550
	EU3B1G1	3" Mach 10 Meter W/ Pigtail - 17" Length	$ 2,739.21	$ 136.960
	EU3B2G1	3" Mach 10 Meter W/ R900i Gallon Register - 17" Length	$ 2,910.93	$ 145.550
	EU3C1G1	4" Mach 10 Meter W/ Pigtail - 14" Length	$ 3,597.78	$ 179.890
	EU3C2G1	4" Mach 10 Meter W/ R900i Gallon Register - 14" Length	$ 3,673.75	$ 183.690
	EU3D1G1	4" Mach 10 Meter W/ Pigtail - 20" Length	$ 3,597.78	$ 179.890
	EU3D2G1	4" Mach 10 Meter W/ R900i Gallon Register - 20" Length	$ 3,673.75	$ 183.690

	EU3E1G1	6" Mach 10 Meter W/ Pigtail - 18" Length	**$ 5,961.81**	$ 298.010
	EU3E2G1	6" Mach 10 Meter W/ R900i Gallon Register - 18" Length	**$ 6,181.61**	$ 309.080
	EU3F1G1	6" Mach 10 Meter W/ Pigtail - 24" Length	**$ 5,961.81**	$ 298.010
	EU3F2G1	6" Mach 10 Meter W/ R900i Gallon Register - 24" Length	**$ 6,181.61**	$ 309.080
	EU4A1G1	8" Mach 10 Meter W/Pigtial	**$ 9,822.01**	$ 491.100
	EU4A2G1	8" Mach 10 Meter W/R900i Gallon Register	**$ 9,962.89**	$ 498.150
	EU4B	10" Mach 10 Meter W/Pigtial	**$13,215.62**	$ 660.780
	EU4B	10" Mach 10 Meter W/R900i Gallon Register	**$13,367.32**	$ 668.370
	EU4C1G1	12" Mach 10 Meter W/Pigtial	**$16,309.26**	$ 815.460
	EU4C2G1	12" Mach 10 Meter W/R900i Gallon Register	**$16,480.95**	$ 824.050
	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	**$ 1,771.36**	$ 88.570
		Any Size/Model ProCoder Pit Style Gallon Register	**$ 76.44**	$ 3.820
		Any Size/Model ECoder Pit Style Gallon Register	**$ 87.16**	$ 4.360
		Any Size/Model Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
		Any Size/Model ProCoder R900i Register W/FirstNet Cellular & Pit Lid Antenna *(when available)*	**$ 226.20**	$ 11.310
673-008-00009	RPW2G11	5/8" T10 Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
673-008-00010	RPW2G31	1" T10 Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
673-008-00011	RPW2G41	1 1/2" T10 Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
673-008-00012	RPW2G51	2" T10 Pit Style R900i Gallon Register	**$ 180.39**	$ 9.020
673-606-00019	RPW2G11S334	5/8" T10 Pit Style R900i RECLAIMED Gallon Register	**$ 180.39**	$ 9.020
673-606-00020	RPW2G31S334	1" T10 Pit Style R900i RECLAIMED Gallon Register	**$ 180.39**	$ 9.020
	13341-220	R900 Wall MIU - 25' Cable	**$ 120.85**	$ 6.040
	13442-200	R900 Pit MIU - 6' Cable W/Pit Lid Antenna	**$ 131.48**	$ 6.570
673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	**$ 28.41**	$ 1.420
	13749-300	R900 Pit Lid Antenna - 20'	**$ 32.88**	$ 1.640
	13967-210	R900 - FirstNet Cellular Wall MIU - 6' Cable	**$ 121.03**	$ 6.050
	13966-200	R900 - FirstNet Cellular Pit MIU W/Internal Antenna - 6' Cable	**$ 132.01**	$ 6.600
	15146-200	R900 - FirstNet Cellular Pit MIU W/External Antenna	**$ 165.01**	$ 8.250
	14083-000	R900 - First Net Pit Style External Antenna Only	**$ 32.87**	$ 1.640
	13302-100	R900 Belt Clip Transceiver v3.0	**$ 6,319.42**	$ 315.970
	13655-300	MRX920v4e Mobile Data Collector	**$11,722.19**	$ 586.110
	TMRX920V3	MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	**$ 222.68**	$ 11.130
	NMRX9203BASE	MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	**$ 132.14**	$ 6.610
	13458-000	R900 Gateway V4e Fixed Network Data Collector	**$10,855.26**	$ 542.760
	13068-200	R900 Gateway 195W Solar Panel Assembly	**$ 6,410.26**	$ 320.510
	13070-100	R900 Gateway UPS Outdoor Power System Assembly	**$ 2,739.93**	$ 137.000
	13146-100	R900 Gateway antenna	**$ 425.83**	$ 21.290
	14099-108	Neptune 360 Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	**$ 0.71**	
	14099-109	Neptune 360 Annual SaaS Subsription - AMR (100,000+ Customers per endpoint per year)	**$ 0.58**	
	14099-118	Neptune 360 Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	**$ 1.98**	
	14099-119	Neptune 360 Annual SaaS Subsription - AMI (100,000+ Customers per endpoint per year)	**$ 1.27**	
	13980-308	Neptune 360 Annual SaaS Subsription-FirstNet Cellular (50,000-100,000 Customers per endpoint per year)	**$ 7.09**	
	13980-309	Neptune 360 Annual SaaS Subsription-FirstNet Cellular (100,000+ Customers per endpoint per year)	**$ 6.13**	
	13980-002	Neptune 360 Advanced AMI Set-Up Fee (one-time fee)	**$ 3,722.80**	
	13980-003	Neptune 360 Additional Remote Training (4-hour training window)	**$ 868.76**	
	13980-004	Neptune 360 On-Site Training (8 hours)	**$ 1,757.26**	
	13980-011	Neptune 360 Professional Services (per hour fee)	**$ 451.75**	

All parts per current published parts price list - Receive 20 % Discount from published price.
Pricing Term: 8/16/25 - 8/15/26

Ferguson Waterworks - #751
7800 Ellis Road, Melbourne, Fl. 32904
Contact: Ben Jacobs - AMR/AMI Specialist
Cell Phone: 561-386-8541 / Email: benjamin.jacobs@ferguson.com

NEPTUNE
TECHNOLOGY GROUP

Brian Dale
Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, FL
July 24, 2025

Dear Brian,

We value your continued partnership with Neptune. We remain dedicated to providing you with the highest quality products and being transparent about the factors that may influence our pricing and supply chain stability.

Following up on our previous communication, we want to provide more details about the products affected by global tariffs. Please see the list of components in the table below, which are sourced from suppliers outside of North America and are impacted by recent tariffs.

Tariff Summary by Country			
Under Executive Order 14257 – Issued April 2, 2025			
Effective Dates:			
April 5, 2025: 10% baseline tariff on all imports			
July 8, 2025: Country-specific reciprocal tariffs take effect (if not negotiated)			
Country	**Rate**	**Components Sourced By Neptune**	**Products Impacted**
China	30%	Bismuth (Ingot), O-Rings, Glass Lens, O-rings, Gaskets, Small Machined Parts	All Products
Germany	10%	Magnets	E-Coder
Canada	10%	Lora Gateway	Gateway
India	10%	Bolts, Screws	All Products
South Korea	10%	Batteries	Radio/Mach
Israel	10%	Batteries	Radio/Mach
Malaysia	10%	Register assembly	Registers, T-10
Taiwan	10%	Washer, Bolts, Screws, Pit Antennas	All Products
Thailand	10%	Bolt, Screws, O-Rings	All Products
Mexico	25%	Pit Antennas, Cable Assemblies, Magnet Assemblies	Parts
Singapore	10%	Semiconductors	Radio
Japan	10%	Solar Cells	Gateway

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

As you can see, Bismuth has been highlighted as it is a key component in the ingot mixture used for the meters. It is significantly affected by China's global supply and export policies leading to a dramatic increase in costs.

Despite these challenges, we have worked diligently to minimize the impact on all our utility customers by optimizing our supply chain, improving efficiencies, and absorbing many of these cost increases internally. However, due to the ongoing and sustained nature of these pressures, we find it necessary to communicate the realities of these cost drivers to our valued customers. Neptune is continuously monitoring the global trade landscape and will adjust accordingly going forward.

Over the past five years, the cost of raw materials has risen significantly. These values below are based on measured year-over-year inflation in the respective categories.

CPI Index (average annual inflation rate for the United States)

June 2020 - May 2025 24.7%

Raw materials – PPI Index for Metal Products Copper Base Castings - USBLS

June 2020 - May 2025 67.9%

Raw materials – PPI for Electronic Component Manufacturing – USBLS

June 2020 - May 2025 36.0%

We appreciate your understanding and continued trust in Neptune. Please do not hesitate to reach out if you need additional information or would like to discuss this in further detail. Our team is here to support you.

Thank you for your continued business and partnership.

Matt Finch

Territory Manager – Florida Atlantic
1600 Alabama Highway 229, Tallassee, AL 36078
***Mobile** 863-797-9363 **Web** neptunetg.com*

#winyourday

1600 Alabama Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

CITY COUNCIL AGENDA ITEM

Memo Date:	July 16, 2025
Agenda Date:	August 12, 2025
File ID:	2025-702
Prepared By:	Lora Howell, Deputy Finance Director
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Approve the Preliminary Assessment Resolution 2025-047 for Fire Protection, for Fiscal Year 2026.

BACKGROUND:

The fire protection assessment is an annual non-ad valorem charge levied on benefited properties to fund a portion of the City of Cocoa's Fire Department operations and capital improvements. It helps ensure that essential fire protection and rescue services are available to all parcels in the City and provides a stable funding source outside of ad valorem taxes.

The following timeline highlights significant updates and refinements to the methodology used in implementing the fire protection assessment:

- On **May 9, 2006**, the City Council adopted **Ordinance 20-2006**, establishing a fire protection assessment.
- In **2013**, Stantec (formerly Burton & Associates) conducted a study to update the assessment methodology, reflecting equitable cost apportionment.
- The study was updated in **July 2015** to include a revised methodology and rate structure that excludes emergency medical services (EMS), as required by law.
- The assessment is based on the availability of fire services and protection from structural loss for improved parcels.

The City Council plays a crucial role in reviewing and approving the annual fire protection assessment. As outlined in Ordinance 20-2006 and consistent with Florida law, the Council is responsible for evaluating the proposed rates, considering their fiscal impact, ensuring compliance with legal requirements, and authorizing both the Preliminary and Final Assessment Resolutions. This ensures that the funding mechanism remains transparent, equitable, and sufficient to support the City's fire protection services.

PROPOSED FY2026 FIRE ASSESSMENT RATES

City Council approved the inclusion of a 3% rate increase in the FY2026 budget during the **July 15, 2025, Budget Workshop**, based on recommendations from Stantec and City Staff.

This 3% increase to the Fire Protection Assessment for Fiscal Year 2026 will support

ongoing Fire Department operations and capital improvements. The assessment, adopted under Ordinance 20-2006 and compliant with Florida Statutes, is levied annually on benefited parcels within city limits.

The assessment is projected to generate approximately $3.98 million in gross revenue, funding about 40% of the Fire Department's FY2026 budget. The current and proposed assessment rates are as follows:

Fiscal Year 2025:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$249.97	$306.12
Non-residential: Response Readiness Availability	Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and Un-improved non-exempt parcels	$176.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to the nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.07	$13.55

The proposed Fiscal Year 2026 rate is set forth below:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$257.47	$306.12
Non-residential: Response Readiness Availability	Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and Un-improved non-exempt parcels	$182.04	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to the nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.40	$13.55

Historical rate adjustments from fiscal years 2017-2025 are shown in the table below:

Fiscal	**Rate**	**% of Fire**

Year	Increase	Budget Funded
FY2017	3%	-
FY2018	5%	-
FY2019	3%	43%
FY2020	3%	42%
FY2021	3%	44%
FY2022	3%	43%
FY2023	3%	39%
FY2024	3%	37%
FY2025	3%	~38% (estimated budget @ 95%)

This assessment complies with Florida Statutes **§197.3632**, relevant case law, and the City's adopted Ordinance. Required exemptions are applied to:

- Public schools and government-owned parcels
- Water bodies, rights-of-way, buffers
- Wetlands and other exempted lands by law or agreement

EMS-related costs are excluded from this assessment, in accordance with case law prohibiting the inclusion of non-fire rescue services in fire assessments.

NEXT STEPS

1. **August 12, 2025** – City Council considers approval of Preliminary Assessment Resolution 2025-047.
2. **August 26, 2025** – City Council holds a Public Hearing to consider the Final Assessment Resolution.
3. **September 15, 2025** – Deadline to transmit the final assessment roll to Brevard County for inclusion on the tax bills.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:

The total gross revenue in FY2026 from this proposed fire protection assessment is estimated to be $3.98 million, **which is ~40%** of the FY2026 proposed budgeted fire protection services. Fire assessment budgeted at 95%, 3.78 million dollars, **which is ~38%** of the FY2026 proposed budgeted fire protection services.

PREVIOUS ACTION:

On May 9, 2006, the City Council approved Ordinance 20-2006 that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services to properties within the City.

In reliance upon the Ordinance, the City Council has approved an annual fire assessment to fund a portion of the annual Fire Department budget since 2006.

RECOMMENDED MOTION:

Approve the Preliminary Assessment Resolution 2025-047 for Fire Protection, for Fiscal Year 2026.

Stantec

Technical Memorandum

To:	Stockton Whitten, City Manager 85 Stone Street Cocoa, FL 32922	From:	Peter Napoli, Manager 777 S Harbour Island Boulevard Suite 600 Tampa FL 33602
Project/File:	224802518	Date:	July 17, 2025

Reference: City of Cocoa Fiscal Year 2026 Fire Assessment Roll Update

Background

Stantec Consulting Services Inc. (Stantec) completed a Fire Assessment Study for the City of Cocoa (City) that was implemented in Fiscal Year (FY) 2014. Since 2015, annual updates have been performed for the Fire Assessment program and Non-Ad Valorem Assessment. This Technical Memorandum presents the results of the analysis for the Fire Assessment to be implemented for FY 2026.

Scope

The scope for the FY 2026 Fire Assessment Roll Update included the following:

1) Evaluate the need for increased Fire Assessment revenue to support the General Fund Financial Sustainability Analysis, the results of which are being delivered in a separate Report.
2) Obtain Brevard County Property Appraiser parcel data to use as the basis of the FY 2026 updated Assessment Roll.
3) Prepare an updated Non-Ad Valorem Fire Assessment Roll to include the revenue increase in the assessment to all assessed parcels as indicated in the results section of this memo.

Results

1) Based upon the analysis conducted in this year's update, the Fire Assessment rates should increase by 3.00% as shown in the table below. Note that there is no change to the Fire Assessment methodology for FY 2026.

	FY 2025	FY 2026	Increase %
Residential Rate per Dwelling Unit	$ 249.97	$ 257.47	3.00%
Tier 1 Rate per Parcel EBU [1]	$ 176.74	$ 182.04	3.00%
Tier 2 Rate per Parcel EBU [2]	$ 11.07	$ 11.40	3.00%

[1] Tier 1 equivalent billing units (EBUs) are equal to 5 acres of property size.

[2] Tier 2 equivalent billing units (EBUs) are equal to $5,000 of structure value.

Reference: City of Cocoa Fiscal Year 2026 Fire Assessment Roll Update

The updated Non-Ad Valorem Assessment Roll submitted to the City for review indicates a total billed assessment revenue of $3.98 million or estimated collected revenue of $3.78 million at the assumed 95% collection rate for FY 2026. These revenues, in combination with a subsidy from the General Fund for the remaining costs of providing Fire Protection services, will sufficiently fund the Fire Department's projected operations and maintenance costs and capital improvement program. The General Fund Sustainability Analysis performed separately from this project provides for the projected financial dynamics of the General Fund and shows the sustainable 10-year projection with the 3.0% increased Fire Assessment rate adjustments included therein.

The City's projected Fire Assessment revenue must provide sufficient funding for the annual debt service requirements of the Series 2016 Fire Assessment Bonds (Fire Stations) and the Series 2014 Note (Fire Apparatus). This year's analysis confirms the City's projected Fire Assessment revenues will maintain the City's policy, requiring revenues at least 1.25 times greater than the annual debt service requirements, and ensure the adequate funding of the debt service requirements for the debt service amount due in FY 2026.

A Fire Assessment Roll is being delivered separately to reflect all current assessable parcels. Any parcels that are receiving the Fire Assessment for the first time are required to be noticed via first class mail and a list of those parcels have been provided to the City. A separate roll is delivered for use by the Brevard County Property Appraiser and Tax Collector for TRIM purposes. Upon review and any revisions, the final roll will be delivered for the FY 2026 tax bills.

If you have any questions or would like to discuss this Technical Memorandum, please do not hesitate to call me at (904) 671-0117.

Respectfully yours,

STANTEC CONSULTING SERVICES INC.

Peter Napoli
Senior Manager
Mobile: 904-671-0117
Peter.napoli@stantec.com

stantec.com

CITY OF COCOA, FLORIDA

FIRE PROTECTON ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

RESOLUTION NO. 2025-047

ADOPTED AUGUST 12, 2025

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RESOLUTION No. 2025-047

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2025/2026; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 20-2006, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa FY 2016 Fire Protection Assessment Study, dated August 5, 2015, as updated by the FY 2017 Fire Protection Assessment Study, dated July 25, 2016, prepared by Burton & Associates, as updated by the Technical Memorandums prepared by Stantec, dated August 4, 2017, August 9, 2018, August 6, 2019, August 18, 2020, July 27, 2021, July 26, 2022, July 12, 2023, July 11, 2024 and July 17, 2025 as may be further amended in writing.

"Assessment Ordinance" means City Ordinance No. 20-2006, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition, and supplemental to the findings adopted by the City Council in Ordinance No. 20-2006, it is hereby ascertained, determined and declared as follows:

(A) The constant preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by: (1) preserving and/or enhancing property values, marketability and ability to develop for all parcels; (2) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (3) protecting the life and safety of intended occupants in the use and enjoyment of real property; (4) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (5) providing protection for uninsured or underinsured property and property owners; and (6) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property, thereby limiting liability.

(B) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit conveyed by readiness-to-serve availability of fire protection service provided by the City to all parcels (improved and unimproved), and an additional benefit that this availability of service provides to improved property by the protection from the loss of the structures on

improved parcels through the ability to obtain insurance at attractive rates and the ability of the City to respond to and suppress a fire, and has considered the recent decision of the Florida Supreme Court, Morris v. City of Cape Coral, 163 So. 3d 1174 (Fla. 2015), which upheld a similar methodological approach recommended by Burton & Associates that apportioned costs based on the general availability of fire protection services to all property owners in tier 1, and in tier 2, provided the additional benefit to improved property owners of protecting structures from damage.

(C) Readiness to serve apportionment is based upon the premise that real property receives a substantial benefit from the mere presence and availability of on-call fire protection services and facilities. Such benefit is independent of, and enjoyed even in the absence of, a call or need for actual service. A given Tax Parcel is benefited over time by that availability alone, even when that Tax Parcel does not generate a call for service, through increased value and marketability, development potential, heightened use and enjoyment of the property, and reduced insurance premiums.

(D) The City expends substantial and measurable resources each year in maintaining a constant state of availability, readiness and preparedness which is the primary function of the Fire Department. Preparedness costs are generally those incurred in providing the personnel, operations and facilities necessary for continual, around-the-clock readiness to serve fire protection. Aside from annual inflationary adjustments and atypical expenditures necessitated in a given budget cycle, such costs remain relatively

static and unchanged from year to year and are therefore predictable with accuracy across consecutive budget cycles. Preparedness costs are not determined by the nature of an actual fire event or the whether a Tax Parcel is improved or un-improved and are incurred even when the department remains on standby.

(E) Preparedness costs associated with readiness to serve will be incurred without regard to the nature, extent or duration of actual deployments, or the improved or un-improved status of an individual Tax Parcel, and logically apply to every Tax Parcel (or parcel equivalent for un-improved parcels) of real property in the City. However, in the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit and it was determined to maintain that same feature in the proposed assessment rate structure. Therefore, it was determined that residential dwelling units share in the preparedness costs equally per dwelling unit. Un-improved parcels are converted to parcel equivalents, or parcel equivalent benefit units (parcel EBUs) by dividing the subject parcel's acreage by the average size of improved parcels of the same property class. Preparedness costs are logically related to the number of Tax Parcels/Dwelling Units/parcel EBUs) which, in the aggregate, define the geography of the City and establish the basic service area within which the City must ensure preparedness and readiness to serve. Such preparedness costs are equitably and reasonably shared by all Tax Parcels/Dwelling Units /parcel EBUs on an equal basis since each Tax

Parcel/Dwelling Unit /parcel EBU benefits in a substantially similar degree from the readiness to serve aspect of such costs.

(F) All Tax Parcels/Dwelling Units/parcel EBUs within the City receive a substantially similar special benefit from the availability of fire protection services and facilities provided by the City, because the fire protection resources are maintained throughout the City at the same state of response readiness and availability to all Tax Parcels/Dwelling Units/parcel EBUs.

(G) The City maintains its fire protection resources at a level that provides a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, location within the City, or any other factors specific to the property requiring the service.

(H) Therefore, all properties, improved and unimproved, receive a special benefit from the very availability of the City's fire protection services and facilities, and improved Tax Parcels also receive an additional special benefit in the protection from the loss of structures on the property afforded by 1) the ability to obtain fire insurance at attractive rates, and 2) the availability of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all Tax Parcels/Dwelling Units/parcel EBUs,

improved and unimproved, by the availability of fire protection services and facilities provided by the City include but are not limited to:

(1) Availability of immediate response to fire,

(2) First responder medical aid to protect the life and safety of occupants,

(3) Containment of liability for emergency incidents on the subject Tax Parcels and the spread of fires to other property,

(4) Enhanced property value, and

(5) Enhanced marketability of and/or ability to develop property.

(I) In addition to the above special benefits that are conferred upon all Tax Parcels/Dwelling Units/parcel EBUs in the City, additional benefits are conferred upon improved Tax Parcels including protection from the loss of structures on the property due to fire by virtue of:

(1) The ability to obtain fire insurance and to obtain that insurance at attractive rates because of the availability of fire protection service, and

(2) Protection of loss of structures provided by the availability of fire suppression service provided by the City.

(J) Accordingly, the apportionment methodology described in the Assessment Study recognizes two tiers of benefit: Tier 1, the simple availability of fire protection service which is available equally without discrimination to all Tax Parcels/Dwelling

Units/parcel EBUs of all types within the City by virtue of the continued state of readiness to provide fire protection service that is maintained by the City, and Tier 2, the protection from the loss of structures on the property provided by the availability of fire protection service by the ability to obtain fire insurance, and the continued state of readiness maintained by the City so that when actual calls for service are received the City can provide fire suppression service to protect property owners from the loss of structures on their property. As with the Tier 1 readiness costs, the Tier 2 costs for the structure value on all improved residential parcels is allocated equally per dwelling unit to all dwelling units on those parcels; thus, the combined Tier 1 costs per dwelling unit plus the Tier 2 costs per dwelling unit result in a uniform, equal assessment rate per dwelling unit for all dwelling units on improved residential parcels.

(K) The fixed, non-discretionary costs of the Fire Department comprising Tier 1 are generally the personnel costs that must be incurred independent of the number of calls for service (which are total personnel costs less the portion of personnel costs involved in actually responding to calls for service) plus lease payments and capital expenses. The Assessment Study has determined that such Tier 1 costs represent approximately 60% of total fire protection costs.

(L) Tier 2 costs associated with protection from loss of structures on property include all other costs that are not included in Tier 1. Such Tier 2 costs include the portion of personnel costs involved in actually responding to calls for service, plus other costs

that are incurred relative to variable drivers such as fuel, equipment maintenance, and other operating costs. The Assessment Study has determined that such Tier 2 costs represent approximately 40% of total fire protection costs.

(M) Improved properties benefit from the protection from loss of the structures on the Tax Parcels. The protection from the loss of the structures due to fire is best represented by the protection from the loss of the investment in the structure(s) or the avoidance of the cost of replacing the structure(s) on the property. This protection from loss is conferred on such Tax Parcels by the availability of the fire protection services provided by the City either through the ability to obtain fire insurance or by the ability of the City to provide actual fire suppression services, whether or not a request for service is ever received.

(N) The actual investment or replacement cost of the structure(s) on the Tax Parcels in the City is not readily available and would require inordinate resources to determine and maintain over time. However, the structure values on tax parcels analyzed annually pursuant to state law and kept in the County Property Appraiser's database are readily available and are the best data reasonably available as a surrogate representation of the relative investment or replacement cost of structures on each Tax Parcel in the City as compared to the investment or replacement cost of structures on all Tax Parcels in the City. Therefore, it is appropriate to apportion the costs associated with

Tier 2 based upon the relative value of structures on improved Tax Parcels as contained in the Property Appraiser's database.

(O) Apportionment associated with Tier 2 based upon structure value inherently addresses the higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident and is a direct and logical means to allocate the costs and benefits of fire protection services and facilities associated with Tier 2.

(P) Besides cost and efficiency advantages associated with relying upon a publicly maintained database for apportionment metrics, a methodology utilizing structure value is advantageous because it is uniform across all Tax Parcels in its application of value as a proxy for measuring and allocating the relative benefit conveyed to each improved Tax Parcel. Tax Parcels with similar structure value are assessed with proportionate fairness, and the methodology provides an internal system of controls which is self-correcting in that valuation may change over time according to improvements, redevelopment and other factors and such changes in value will be addressed automatically each subsequent year in accordance with the latest structure value determined by the Property Appraiser. In Morris v. City of Cape Coral, 163 So. 3d 1174, 1179 (Fla. 2015), the Florida Supreme Court found that the "use of property appraiser's structure value is reasonable because the property appraiser is statutorily required to use replacement cost to determine this value."

(Q) Utilizing improvement value as one factor among several considered in a given methodology is fair, reasonable and equitable since the resulting assessments form a logical valuation base against which the special benefits and costs may be multiplied or determined.

(R) In the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit. It was determined to maintain that same feature in the proposed assessment rate structure. Therefore, the assessment rate per residential dwelling unit was calculated as the sum of the Tier 1 costs for all improved residential parcels plus the Tier 2 costs for all residential parcels divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit.

(S) The two-tiered apportionment methodology relies upon the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City, each Tax Parcel's status as improved or unimproved, and the structure or improvement value associated with each. The number of Tax Parcels and structure value are updated by the Property Appraiser as properties within the City develop or combine, split or subdivide. Therefore, the fire assessments will be essentially self-correcting as the assessment roll is updated each year and unimproved Tax Parcels upon which structures have been constructed are reclassified as improved Tax Parcels and their

assessments are adjusted accordingly. Furthermore, this database can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost-effective basis for annual administration and updating of the assessment program.

(T) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration and use of public resources. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon the database developed, compiled and maintained by the Property Appraiser each year during the course of performing his or her constitutional responsibilities, at no additional cost to the Property Appraiser or the taxpayers of the City.

(U) Furthermore, if the owner of Assessed Property owner felt in any given year that the benefit to their Tax Parcel was inequitable, there is an appeal process already in place and administered by the countywide value adjustment board by which to seek remedy. If the value adjustment board or Property Appraiser, through existing statutory procedures, reduces the structure valuation associated with a given Tax Parcel, the fire assessment would likewise be reduced, automatically, as the annual assessment roll is updated with no further effort required by the property owner - an additional example of the self-correcting, equitable and cost-efficient nature of the methodology.

Additionally, the City has also established an administrative appeal process to hear inequitable claims made by an owner of vacant Assessed Property pursuant to Resolution No. 2013-143.

(V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as fire protection services and facilities, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(W) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Fire Protection Assessments at a rate less than necessary to fund all or any specific portion of the Fire Protection Assessed Costs. Costs incurred in providing fire protection services and facilities not otherwise funded through Fire Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the

validity of the apportionment. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Fire Protection Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the two distinct tiers or classes of apportionment allocation described herein. The two tiers, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs necessary for providing the continual readiness to provide fire protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(Z) The benefits derived from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subject to the Fire Service Assessments

equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The City Council hereby finds and determines that the Fire Protection Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding fire protection services and facilities by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

(BB) The City Council also recognizes and finds that the City of Cocoa's fire assessment was recently validated on August 18, 2016 by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida in case No. 05-2016-CA-025719 for purposes of securing funding for the construction of three new fire stations, and the City Council continues to rely on said validation for purposes of levying the Fire Protection Assessments to be imposed in accordance with this Resolution.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION ASSESSED COST.

(A) The estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments for the Fiscal Year commencing October 1, 2025, is approximately

$3.78 million. The Fire Protection Assessed Cost will be funded through the imposition of Fire Protection Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with Tier 1 and Tier 2 of the Fire Protection Assessments as described in this Preliminary Assessment Resolution in the preparation of the preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for Fire Protection Assessments for the Fiscal Year commencing October 1, 2025, in the manner provided in Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Fire Protection Assessments hereunder. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for

each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. or soon thereafter on August 26, 2025 in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing, which is on or about August 6, 2025, in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days

August 6, 2025, before the hearing, in substantially the form previously approved by the City Council as Appendix B to the 2015 Preliminary Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. FIRE PROTECTION ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Protection Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Fire Protection Assessments authorized by this

Resolution. The City Manager is hereby authorized and directed to prepare a preliminary Assessment Roll for Fiscal Year 2025-2026 based on the following rate schedule:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$257.47	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$182.04	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$11.40	$13.55

* The minimum size per parcel equivalent was determined to be 5 acres based upon an evaluation of the range of size of developed parcels. Thus, it was determined that un-improved properties will be converted to EBU by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres/EBU to determine the number of EBUs for the parcel.

(B) The Maximum Assessment Rate for the residential and non-residential assessment set forth in the rate schedule were previously approved by the City Council by Resolution No. 2015-057 and are hereby being restated and shall continue to be the maximum rate for this next and all subsequent City fiscal years until otherwise modified by the City Council.

(C) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A).

(D) The amount of the annual Fire Protection Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Fire Protection Assessments each year.

(E) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be utilized for the provision of fire protection services and facilities. In the event there is any fund balance remaining at the end of the 2025-2026 Fiscal Year, such balance shall be carried forward and thereafter used only to fund fire protection related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for the 2025-2026 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Fire Protection Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Fire Protection Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, the following are exempt from the fire protection assessments: (i) cemeteries; and (ii) and vacant (un-improved) parcels that contain jurisdictional wetlands, but only

for the portion of the parcels that are jurisdictional wetlands as those portions do not receive material benefit from fire protection service.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Fire Protection Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. However, nothing herein is intended to repeal or modify the administrative appeal process for vacant (unimproved) land which is set forth in Resolution No. 2013-143. Upon adoption of the 2025/2026 Final Assessment Resolution, Resolution No. 2013-143 shall be deemed supplemental to the 2025/2026 Final Assessment Resolution subject to severability as set forth in Section 3(b) of Resolution No. 2013-143.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED on this 12th day of August 2025.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Monica Arsenault, City Clerk

To Be Published on or before August 6, 2025

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on August 26, 2025, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides

to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, 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. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2025/2026 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental

parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$257.47	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$182.04	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.40	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and

preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2025/2026 under the non-ad valorem assessment program is estimated to be approximately $3.78 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

(date)

(City

(property owner's name/address – Col B)
(property owner's name/address – Col C)
(property owner's name/address – Col D)
(property owner's name/address – Col E)
(property owner's name/address – Col F)
(property owner's name/address – Col G)

Fire Protection Assessment Hearing Notice

PLEASE NOTE: THIS IS NOT A BILL

RE: PARCEL NO.: (parcel number - Col A) (parcel address – Col H)

Dear Property Owner:

This is a notice to inform you that the Cocoa City Council will conduct a public hearing to consider adopting updated Fire Protection Assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006.

BACKGROUND: The City of Cocoa has funded fire protection and first response medical services ("rescue") for its citizens through a non-ad valorem assessment since 2006. The City updated its assessment methodology and altered the non-ad valorem assessment rates based on a study prepared by the City's consultant, Burton & Associates ("Study"), which methodology and rates were adopted by Resolution 2015-057 on September 8, 2015. Updated annual studies have also been prepared by the consultant and approved by the City Council ("Updated Studies"). The Updated Studies do not modify the assessment methodology or maximum assessment rate previously approved by the City Council pursuant to Resolution 2015-057. Additionally, the City Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida in Case No. 5-2016-CA-025719.

HEARING: You are hereby notified that the City Council of the City of Cocoa, Florida will conduct a public hearing to adopt an updated non-ad valorem assessment. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary.

> **Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment.**

The public hearing will be held on August 26, 2025, at 6:00 PM or soon thereafter at the Council Chambers, 65 Stone Street, Cocoa, FL 32922. All affected property owners have a right to attend and speak at the hearing. You may also file written objections and/or comments with the City Council within twenty (20) days of the date of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, 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.

PURPOSE: The non-ad valorem assessment will continue to fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006 and the aforementioned Study. Copies of the above-referenced Ordinance, Resolutions, Study,

Updated Studies, the Circuit Court Validation, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2025/2026 and thereafter, in accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to your real property that is subject to the non-ad valorem assessment.

APPORTIONMENT METHOD AND RATES: For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, right-of-way/buffers and other properties exempted by law, agreement or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$257.47	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$182.04	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$11.40	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

The total non-ad valorem assessment proposed to be levied against your benefited parcel for FY 2025/2026 will be $(amount – Col I) for (number - Col J) Dwelling Units, or for (number – Col K) Parcel EBUs and (number – Col L) Structure EBUs. In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. No further first class mail notice is required unless the assessment rates are adjusted to levels higher than the maximum rates above or as otherwise provided by law. The total amount of revenue to be collected by the City of Cocoa in FY 2025/2026 under the non-ad valorem assessment program is estimated to be approximately $3.78 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, (321) 433-8611.

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For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

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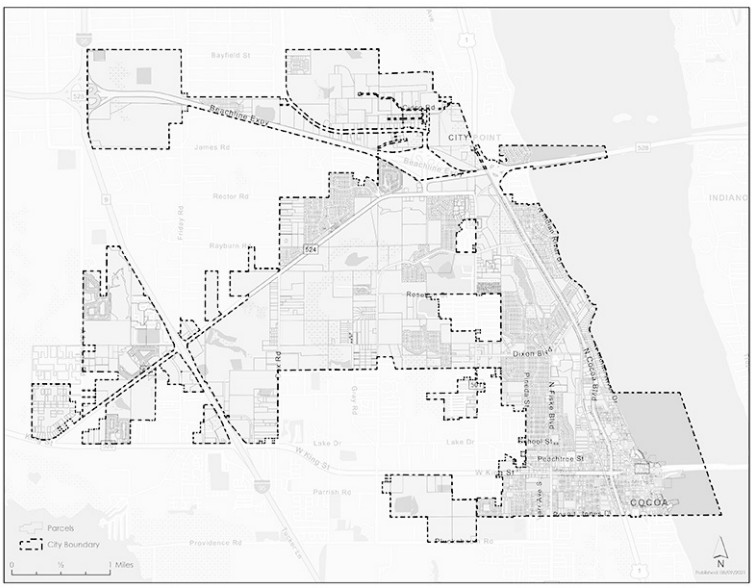
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$182.04	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$11.40	$13.55

(1) Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2025/2026 under the non-ad valorem assessment program is estimated to be approximately $3.78 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.



FT-42309772

CITY COUNCIL AGENDA ITEM

Memo Date:	July 17, 2025
Agenda Date:	August 12, 2025
File ID:	2025-703
Prepared By:	Lora Howell, Deputy Finance Director
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	Approve Preliminary Assessment Resolution No. 2025-048 for Fiscal Year 2026 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting.

BACKGROUND:

The City of Cocoa established its Stormwater Utility Fee in 1992 (City Ordinance Sec. 22-85) to fund ongoing operations and capital improvements needed to maintain stormwater infrastructure—such as drainage systems, ditches, swales, pipes, inlets, manholes, and retention/detention ponds.

In 2018, the City retained Stantec Consulting to develop a 10-year financial plan for the Stormwater Fund. Stantec's modeling, based on FY 2018 audited data and the amended FY 2019 budget, was aligned with a parallel engineering review led by Mead & Hunt, which evaluated long-term infrastructure and regulatory needs, particularly for the Indian River Lagoon.

At a May 14, 2019, workshop, Stantec proposed a shift from the existing rate structure, which factored both pervious and impervious surfaces, to an industry-standard approach based solely on impervious areas. This change aimed to promote equity and consistency. During that workshop, the City Council also reviewed challenges associated with billing stormwater fees through utility accounts (e.g., vacant units, inconsistent parcel-account matching). Council directed staff to transition to a non-ad valorem special assessment method using the Uniform Method of Collection under Section 197.3632, Florida Statutes, rather than continuing with the utility billing method.

Key Milestones:

- July 10, 2019: Final adoption of Ordinance No. 10-2019, authorizing the use of special assessments.
- September 11, 2019: Final Assessment Resolution No. 2019-071 formally adopted.
- Since FY 2020, stormwater assessments have been included on the annual property tax bill (non-ad valorem section).

As part of its fiduciary and legislative responsibilities, the City Council is tasked with

reviewing and approving the Stormwater Assessment rates to ensure they are fair, legally compliant, and sufficient to support the City's stormwater management program. This includes evaluating the financial needs for maintaining and improving stormwater infrastructure, compliance with state and federal environmental regulations, and mitigating flooding risks. Council must consider public input, technical analyses, and staff recommendations before adopting the preliminary and final assessment resolutions. Once adopted, the approved rates are transmitted to the Brevard County Property Appraiser and Tax Collector for inclusion in the annual property tax bill.

FY 2026 STORMWATER ASSESSMENT:
At the July 15, 2025, Budget Workshop, City Council approved Stantec's recommendation of no increase (0%) to the stormwater assessment rates for Fiscal Year 2026.
Per Florida Statutes and City Ordinance, a Preliminary Assessment Resolution must be adopted, followed by a Final Assessment Resolution after a duly noticed public hearing. The Final Public Hearing is scheduled for August 26, 2025, at 6:00 PM in City Council Chambers.

The current and proposed stormwater assessment rates to be considered by the City Council are as follows:

Current FY 2025 Residential Tiered Rates:

Tier	Impervious Area	Rate
Tier 1	400–2,300 sq. ft.	$90.87
Tier 2	2,400–4,400 sq. ft.	$139.78
Tier 3	>4,400 sq. ft.	$243.23

Proposed FY 2026 Residential Rates (No Change):

Tier	Impervious Area	Rate
Tier 1	400–2,300 sq. ft.	$90.87
Tier 2	2,400–4,400 sq. ft.	$139.78
Tier 3	>4,400 sq. ft.	$243.23

FY 2026 Non-Single-Family Parcels:

- Parcels are assessed based on **Equivalent Residential Units (ERUs)**.
- 1 ERU = 3,100 sq. ft. of impervious area.
- Rate per ERU: **$139.78**
  (Total impervious area ÷ 3,100, rounded down × $139.78)

Future Rate Planning:
Stantec's revenue sufficiency study indicates:

- 0% increase in FY 2026
- **4% annual increases** recommended for future years

- Maximum rate authorized:
    - Tier 1: $102.09
    - Tier 2: $157.06
    - Tier 3: $273.29
    - Non-residential per ERU: $157.06

FY 2025 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$90.87	$139.78	243.23

FY 2026 Assessment Rates for Single-Family Parcels (up to three units)		
Tier 1: 400 - 2,300 sq. ft. of impervious area	Tier 2: 2,400 - 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$90.87	$139.78	$243.23

The final approved rates are submitted to the Brevard County Tax Collector to collect the stormwater assessment on the annual non-ad valorem assessment portion of the 2025 annual property tax bill, no later than September 15, 2025. For non-single-family parcels, each parcel is assigned several Equivalent Residential Units (ERUs) that are calculated based on the measured amount of impervious area on the parcel, rounded down to the nearest hundred square feet, divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single-Family parcel). The annual assessment for each parcel is then determined by multiplying $139.78 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2026 Assessment Rate For Non-Single-Family Parcels (Per ERU)
$139.78

The revenue sufficiency study updated and conducted this Fiscal Year indicates the need for a 0% increase to the Stormwater Assessment Rates in FY 2026, and 4% increase each year thereafter. The maximum residential assessment for Tier 1 is $102.09, Tier 2, $157.06, and Tier 3, $273.29, with a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
The estimated gross Stormwater Assessment Revenue for Fiscal Year 2026 is $2.4 million, Budgeted at 95% total: $2.3 million.

PREVIOUS ACTION:

- Feb. 13, 2019: Public hearing held on intent to use the Uniform Method (F.S. 197.3632)
- May 14, 2019: Stormwater Utility Workshop
- July 10, 2019: Final reading of Ordinance 10-2019
- Aug. 2019–2024: Annual assessment resolutions adopted (FY 2020–FY 2025)
- July 15, 2025: Budget Workshop Stantec presented a zero % increase to the existing rates

RECOMMENDED MOTION:
Approve Preliminary Assessment Resolution No. 2025-048 for Fiscal Year 2026 Stormwater Utility Services and accept the Stormwater Rate Study prepared by our financial consultant, Stantec Consulting.

Stantec

City of Cocoa, Florida

FY 2025 Stormwater Revenue Sufficiency Analysis Final Report

July 24, 2025

July 24, 2025

Stockton Whitten
City Manager
65 Stone St.
Cocoa, FL 32922

Re: Fiscal Year 2025 Stormwater Revenue Sufficiency Analysis – Draft Report

Dear Mr. Whitten,

Stantec Consulting Services Inc. is pleased to present this final report of the Fiscal Year 2025 Stormwater Revenue Sufficiency Analysis that Stantec performed for the City of Cocoa, Florida. We appreciate the fine assistance provided by you and the members of City staff who actively participated in and contributed to this study.

If you have any questions or would like to discuss, please do not hesitate to call me at (904) 671-0117 or email me at peter.napoli@stantec.com. Stantec appreciates the opportunity to be of service to the City and looks forward to the possibility of doing so again in the near future.

Sincerely,

Peter Napoli
Senior Manager
Direct: (904) 671-0117
peter.napoli@stantec.com

Stantec
777 S Harbour Island Blvd
#600 Tampa, FL 33602

Enclosure

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1. INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted a Stormwater Revenue Sufficiency Analysis (Study) for the City of Cocoa's Stormwater Enterprise Fund (Fund). This report presents the objectives, approach, methodologies, source data, and assumptions, as well as the findings and recommendations of the Study.

1.1 BACKGROUND

The City of Cocoa (City) manages an extensive Stormwater Utility System (Utility). The Stormwater Management Division of the City is responsible for maintaining the City's drainage ditches, swales, piping, inlets, manholes, and retention and detention ponds. The Utility serves to protect individual and personal property, while reducing the impacts of urban runoff to the natural environment and specifically the ecologically significant Indian River Lagoon.

While the City evaluates the level of its stormwater user fees annually as part of its budget process, this study goes beyond normal budgeting and includes a 10-year revenue sufficiency analysis for the City's Stormwater Enterprise Fund. On October 1, 2019, the City established a non-ad valorem assessment for the collection of Stormwater Utility fees on the annual tax bill. This analysis reviews the sufficiency of the revenue collected by that assessment.

1.2 SCOPE OF SERVICES

The purpose of this Study was to develop a sustainable financial plan for the Utility that satisfies the projected cost of providing the desired level of service, as well as update the City's Stormwater Assessment Roll with the current year property data.

The scope of services for the Study is outlined below:

- Revenue Sufficiency Analysis – Develop a 10-year financial plan for the Utility to ensure that the assessments developed will provide sufficient revenues to cover all the Utility's operations, maintenance, debt service, and capital costs, while maintaining sufficient levels of reserve funds.
- Stormwater Assessment Roll Update – Update the city's Master Account File with the stormwater assessment for each account to be billed based on updated property data, including an analysis determining changes in impervious area from the Property Appraiser data.

2. REVENUE SUFFICIENCY ANALYSIS

2.1 DESCRIPTION

This section presents the development of annual system revenue requirements and the corresponding plan of annual revenue adjustments for the Utility as identified during the Revenue Sufficiency Analysis (RSA) component of the Study. The following sub-sections of the report present a description of the source data, assumptions, and resulting multi-year financial plan, while Appendix A includes detailed supporting schedules for the financial management plan identified herein for the Stormwater Utility.

During the RSA, Stantec reviewed several alternative multi-year financial management plans and corresponding stormwater annual revenue adjustment plans through interactive work sessions with City staff. During these work sessions, we examined the impact of various inputs and assumptions upon key financial indicators summarizing the results of the forecasting model under assumed conditions. We incorporated local information and management input as we developed the recommended financial management plan for the Utility. The result is a financial plan that considers the City's current and best assumptions and data to satisfy the Utility's revenue requirements over a multi-year projection period, while meeting key financial performance objectives and minimizing annual assessment adjustments to the greatest extent possible.

To initialize the RSA, we obtained the City's historical and budgeted financial information regarding the operation of its Stormwater Utility, as well as information pertaining to the enterprise fund's fund balance and future out-year cost requirements. We also worked with the City staff to incorporate the Stormwater Utility's multi-year capital improvement program (CIP). We discussed with City staff other assumptions and policies that would affect the performance of the Stormwater Utility, such as planned developments/property growth, capital funding sources, debt service coverage, reserve fund levels, earnings on invested funds, escalation rates for operating costs, and other considerations.

This information was entered into the financial module of our proprietary Financial Analysis and Management System (FAMS) interactive modeling system. Utilizing this module of FAMS, Stantec produced a 10-year projection of the sufficiency of the revenue provided by stormwater assessments to meet current and projected financial requirements. Based upon these projections, Stantec then determined the level of revenue adjustments necessary in each year of the projection period to satisfy the Utility's annual financial requirements.

The revenue sufficiency and financial planning module of FAMS utilizes all projected available funds in each year of the projection period (after payment of operations and maintenance expenses, debt service and renewal and replacement) to pay for capital projects. The model incorporates the rules of cash application as defined and applied by City staff and produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects or portions thereof that are determined to be eligible for borrowing. The

FAMS model is used to develop a borrowing program that includes the required borrowing amount by year and the resultant annual debt service requirements for each year in the projection period. However, the analysis reflected herein does not include any debt funded assets or debt service requirements.

2.2 SOURCE DATA

The following sections detail the various source data and assumptions supporting the Utility revenue requirements identified during the Study.

2.2.1 Beginning Fund Balance

The City's FY 2024 Annual Comprehensive Financial Report (ACFR), supporting trial balance schedules, and associated details of fund balances, as provided by City staff, were used to establish the beginning FY 2025 (October 1, 2024) balances for the revenue fund (operating fund) of the Utility. The detailed end of FY 2024 fund balances (as of September 30, 2024) that serve as the FY 2025 beginning fund balances are presented on Schedule 2 of Appendix A.

2.2.2 Revenues

The revenues utilized in the RSA reflect an evaluation of historical results, the FY 2025 Adopted Budget, and the FY 2026 Proposed Budget. Budgeted revenues for the Utility consist of stormwater assessment revenues, miscellaneous revenues, and interest income. FY 2025 projected stormwater assessment revenues are based upon the FY 2025 Adopted Budget. Revenue projections for the remainder of the forecast represent FY 2025 projected revenues, adjusted for assumed property growth and assessment increases. Interest income is calculated annually based upon average fund balances and assumed interest rates. A summary of projected cash inflows is presented on Schedule 3 of Appendix A.

2.2.3 Operating Expenditures

The Utility's operating expenditures include all operating and maintenance (O&M) expenses, including personnel services expenses. The RSA based the operating expenditure projections on the individual expense categories and expense amounts contained in the FY 2025 Adopted Budget and the FY 2026 Proposed Budget. The cost requirements from the FY 2026 budget were adjusted annually thereafter based upon assumed cost escalation factors that were determined in consultation with City staff. The projected operating expenditures and cash outflows (excluding the cash funding of capital) are presented on Schedule 4 of Appendix A.

2.2.4 Capital Improvement Program

The RSA utilized the capital improvement program (CIP) provided by Utility staff for FY 2025 through FY 2030, with assumptions for annual capital spending from FY 2031 through FY 2035. For capital expenditures beginning in FY 2027, the RSA includes an annual cost inflation factor of 3.0%, based upon recent increases observed in the Engineering News Record - Construction Cost Index, to account for

inflation in the future cost of construction. In total, the CIP in future year dollars from FY 2025 through FY 2035 is approximately $11.8 million. The financial management plan presented herein assumes cash funding of the entire CIP. A detailed list of the specific projects and costs by year is included on Schedule 6 of Appendix A.

2.3 ASSUMPTIONS

2.3.1 Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based upon discussions with City staff, a review of historical trends, and industry experience, which are applied in each year of the projection period beginning in FY 2027. The table below outlines several of the key expense categories and their respective escalation factor(s). Additional escalation factors assumed for the various categories of expenses can be found on Schedule 5 of Appendix A.

Table 2-1 Commonly Utilized Escalation Factors

Escalation Factor Category	Escalation Factor %
Default Operating	3.00%
Salaries	FY 27: 7%, FY28-35: 3.00%
Repair & Maintenance	5.00%
Professional/Contract Services	3.00%
Retirement	5.00%
Medical Insurance	8.00%

2.3.2 Cost Execution

As part of the analysis, Stantec analyzed multiple years of historical budget-to-actual comparisons to evaluate how the Utility executed their budget each year. It was determined that the Utility does not generally execute 100% of its operating budget each year. Based on the analysis of historical results, all O&M and personnel services costs are assumed to be executed at 95% in each year of the projection.

2.3.3 Interest Earnings

The Study reflects annual interest earning rates of 1.00% beginning in FY 2026 and continuing each year thereafter. Projected interest earnings are presented on Schedule 3 of Appendix A.

2.3.4 Property & Impervious Area Forecast

A forecast of assessable stormwater properties (equivalent units) within the City was developed based on historical trends and staff discussions. The forecast includes equivalent unit growth in FY 2026 based on the updated assessment roll which incorporated new properties and development within the City. Beginning in FY 2027 the analysis assumes a conservative growth rate of 0.70% and continuing annually for residential and non-residential equivalent units.

2.3.5 Minimum Reserve Policy

Reserve balances for utilities are funds set aside for a specific cash flow requirement, financial need, project, task, or unforeseen system requirements. These balances are maintained to meet short-term cash flow requirements and minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration in developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community place a significant emphasis on having sufficient reserves available for potentially adverse economic conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to ensure that a utility will have adequate funds available to meet its financial obligations during unusual periods (i.e., when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur because of natural disasters or unanticipated system failures.

The financial management plans presented in this report assume that the City will maintain a minimum unrestricted cash reserve balance equal to 4 months of annual operating and maintenance expenses. This level of reserve is consistent with 1) our industry experience for similar systems, and 2) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

2.3.6 Future Borrowing & Capital Funding

Per direction from the City, no borrowing is projected in the projection period and the 10-year CIP is assumed to be paid for out of the Utility's revenue fund. A complete schedule of assumed CIP funding can be found on Schedule 9 of Appendix A.

2.3.7 Debt Service Coverage

The Utility currently has no outstanding debt; however, a minimum senior-lien debt service coverage ratio of 1.25 (with a target of 1.50), was utilized in the current Study for any possible projected future debt issuances. The debt service coverage ratio signifies that net income must be at least 1.25 times annual debt service.

The ratio of net income to annual debt service requirement (referred to as a debt service coverage ratio hereafter) described above was developed through discussions with City Staff and represents the minimum requirements of bondholders. As a policy decision, utilities frequently opt to measure revenue sufficiency and set fees based upon a higher debt service coverage ratio to ensure compliance with the rate covenants in the event future projections of revenue and expenses do not occur as predicted (due to unanticipated capital requirements or substantial operating cost increases, natural disasters, etc.). The financial management plan presented herein results in projected total debt service coverage greater than 1.50 in each year of the forecast, which is indicative of the midrange level of municipal utility system performance per the current evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

The projections for the Utility do not reflect any debt funded assets or future debt service requirements.

2.4 RESULTS

Based upon the source data and assumptions presented herein, the Study resulted in the following findings and recommendations relative to the financial sustainability of the Utility:

- The City's current stormwater revenues are insufficient to meet projected operating & capital expenditures of the Utility through the projected forecast period.
- No rate increase in FY 2026 and 4.0% rate increases each year thereafter is recommended to meet the financial needs of the Utility. A 5-year recommended revenue adjustment plan for the Utility is shown in Table 2-2 below.
- Stantec recommends the City continue to seek supplemental funding such as grants for qualifying capital projects to ensure the Utility maintains sufficient minimum balances.
- The combination of continued rate increases and additional supplemental funding will result in a sustainable financial plan for the Utility.

Table 2-2 Stormwater Assessment Adjustments

Fiscal Year	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Effective Date	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029
Stormwater Revenue Adjustment Plan	0.0%	4.0%	4.0%	4.0%	4.0%

It is important to note that the projections of future conditions underlying this analysis are not intended to be predictions. Applicable to many utility systems, there are multiple factors beyond the City's control, such as i) weather, ii) regulatory changes, iii) national, regional, and local economic conditions, iv) the rate of growth in developed properties, v) operating and capital cost inflation, and vi) changes in the timing and composition of the Stormwater Utility's capital improvement program, that may have material impacts on the future financial condition of the Utility operations. Further, the projections in this Study rely upon data and guidance provided by the City during the development of the Study, and while the information utilized

in this Study is believed to be reliable, detailed independent reviews or auditing of the data were not conducted.

As a result, there will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. While Stantec has no responsibility to update this report for events and circumstances occurring after the date of this report, future management actions should be based upon and adjusted to reflect future results as they occur. These comments are provided to emphasize the importance of active City management, informed by the actual future results of Utility operations. While the planning effort supported by this Study will serve to guide and inform the City in balancing future revenue and spending decisions, it is only through observation of future results, and the update of this analysis, that the City will be able to determine the actions required to ensure its financial and operational objectives are met over time.

Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Utility.

3. STORMWATER ASSESSMENT ROLL UPDATE

As part of the analysis, Stantec performed an interim update to the assessment roll and updated the Master Account File with the FY 2026 stormwater assessment for each parcel to be billed based on the most current Brevard County Property Appraiser data. The assessment roll analysis consisted of first identifying parcels that were new or had been modified since the last assessment roll was prepared in September 1st, 2024 adopted in September 2024 by City Council. This was completed by performing a change analysis contrasting the FY 2025 assessment roll to the most current parcel data obtained from the Property Appraiser in June 2025. This resulted in the identification of 30 flagged parcels, which were geospatially analyzed to determine their measured impervious area for the purposes of assessing the non-ad valorem stormwater assessment for FY 2026. This interim update will ensure that the FY 2026 stormwater assessment roll matches the correct billing units to the correct parcel. However, a full recalculation of impervious area has not been completed since the initial analysis in 2019. It is recommended that a full update of the impervious area for each and every parcel be completed every 5 years. Doing so will ensure that the City can account for changes in the intensity of development on each parcel and reflect those changes in the fees assessed for stormwater services.

3.1 IMPERVIOUS AREA UPDATE

Impervious area is defined in the City's Stormwater Resolution 2019-071 and broadly incorporates all features on a parcel that disrupt the natural percolation of water into the ground. Impervious area along with a customer class designation determines the stormwater assessment a parcel receives. To accurately measure the impervious area contained on a parcel, a geospatial analysis was conducted that digitalized the impervious area as shown below in yellow shading in Figure 3-1. This digital impression of the physical impervious area was then used to create the assessment for each of the new 30 parcels that were analyzed as part of the effort. An updated geodatabase will be provided to City staff that includes all parcels within the City, inclusive of the modifications made.

Figure 3-1 Geospatial Analysis

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Cocoa and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Cocoa, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Cocoa or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Cocoa should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: SUPPORTING SCHEDULES FOR THE RSA

Schedule 1 - Assumptions - Contains the assumptions of the RSA, including developed property growth assumptions

Schedule 2 - Beginning Balances - Identifies the end of FY 2024 fund balances that serve as the FY 2025 beginning balances of the analysis

Schedule 3 - Projection of Cash Inflows - Presents a list of all projected cash inflows from FY 2025 - FY 2035

Schedule 4 - Projection of Cash Outflows - Presents a list of all projected cash outflows from FY 2025 - FY 2035

Schedule 5 - Cost Escalation Factors - Presents a list of all cost escalation factors utilized in the projection of cash outflows

Schedule 6 - Capital Improvement Program - Provides a detailed listing of the annual capital improvement projects from FY 2025 - FY 2035

Schedule 7 - FAMS Control Panel - Contains the FAMS Control Panel that presents a summary of the financial management plan, including annual assessment increases, debt service coverage ratios, total CIP spending levels, property impacts, and fund balances

Schedule 8 - Pro Forma - Presents the projected annual net income, debt coverage, and cash flow results

Schedule 9 - Capital Project Funding Summary - Shows the projected funding sources for the capital improvement program

Schedule 10 - Funding Summary by Fund - Presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest earnings calculations, and the end of year fund balance

CITY OF COCOA, FLORIDA

STORMWATER ASSESSMENT
PRELIMINARY ASSESSMENT RESOLUTION

RESOLUTION NO. 2025-048

ADOPTED AUGUST 12, 2025

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RESOLUTION No. 2025-048

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO STORMWATER SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 10-2019 WITHIN THE ENTIRE AREA OF THE CITY TO FUND STORMWATER SERVICES, FACILITIES AND PROGRAMS; ESTABLISHING STORMWATER ASSESSMENT RATES FOR CITY FISCAL YEAR 2025/2026 DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 10-2019, Sections 166.021, 166.041, 197.3632, and 403.0893, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the stormwater services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa Stormwater Rate Study – Final Report prepared by Stantec Consulting Services, Inc., dated August 26, 2019, as updated by Stantec Consulting Services, Inc. on August 20, 2020, as updated by Stantec Consulting Services, Inc. on August 10, 2021, August 9, 2022, August 22, 2023, August 23, 2024 and as updated by Stantec Consulting Services, Inc. on July 24, 2025.

"Assessment Ordinance" means City Ordinance No. 10-2019, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. In addition, and supplemental to the findings adopted by the City Council in Ordinance No. 10-2019, it is hereby ascertained, determined and declared as follows:

(A) Inadequate management of runoff from development in a watershed increases stormwater peak flows, volumes, and velocities, erodes and/or silts stream

channels, pollutes water, overloads existing drainage facilities, undermines floodplain management in downstream communities, reduces groundwater recharge, and threatens public health and safety. More specifically, stormwater runoff can convey pollutants into and cause higher velocities in receiving waters such as the Indian River Lagoon. The potential impacts of these pollutants and higher velocities include: (1) Changing natural ecosystems through sediment and pollutant deposits which affect the quantity and quality of flowing water, destruction of habitats, and loss of plant and animal life; (2) Posing significant health risks through increased bacteria; (3) Accelerating eutrophication of receiving waters by introducing excessive nutrient loads; (4) Increasing metal deposits creating toxicity for aquatic life; (5) Reducing oxygen levels because of oil, grease and organic matter; and (6) Affecting animal and plant life, adversely, due to changing temperatures of receiving waters.

(B) Uncontrolled stormwater runoff can increase the incidence of flooding and of floods that occur, endangering roads, aboveground and underground utility infrastructure, and other public and private property and human life.

(C) Altered land surfaces can change the rate and volume of runoff. These changes may result in the following: (1) increased urban runoff and pollutants to the natural environment; (2) increased flooding of private property; (3) degradation of safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) decreased use and

enjoyment of property; and (5) decreased property and rental value, marketability, and integrity of property.

(D) Every parcel of real property, both public and private, either uses or benefits from the maintenance of the City's stormwater system; and receives a special benefit from the City's stormwater system including the following: (1) reduced urban runoff and pollutants to the natural environment; (2) reduced flooding of private property; (3) improved safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) enhanced use and enjoyment of property; and (5) enhanced property and rental value, marketability, and integrity of property.

(E) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit received from the City's stormwater services, facilities and programs by all developed parcels with impervious surface, and has considered the applicable court decisions including Sarasota County v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995) (upholding stormwater special assessment on developed real property with impervious surfaces to fund stormwater utility services); State v. Sarasota County, 693 So. 2d 546 (Fla. 1997)(upholding stormwater special assessment on all developed property, with or without impervious surface); and Boca Raton v. State, 595 So. 2d 25 (Fla. 1992)(local governments are afforded deference in fairly apportioning costs under a special

assessment as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts).

(F) The conversion of natural land to developed land with impervious area results in increased stormwater runoff and numerous engineering and hydrologic studies have demonstrated that impervious area is the single most important factor contributing to the quantity and quality of stormwater runoff from a property. Thus, the use of impervious area has been demonstrated to be a simple, easy to understand approach that is a highly defensible basis to fairly and equitably apportion the costs of a municipal stormwater system to benefitting parcels for the stormwater assessment.

(G) The City expends substantial and measurable resources each year in providing stormwater services, facilities and programs to the public within the jurisdictional limits of the City.

(H) The City must generate and receive sufficient stormwater revenues to meet projected operating and capital expenditures of the City's stormwater utility, and the City Council has determined based on the recommendations contained in the Assessment Study, that the City should use a non- ad valorem assessment process as the primary method of funding the City's stormwater utility system.

(I) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a

portion of an essential service or improvement, such as stormwater services, facilities or programs, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(J) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Stormwater Assessments at a rate less than necessary to fund all or any specific portion of the Stormwater Assessed Costs. Costs incurred in providing stormwater services, facilities and programs not otherwise funded through Stormwater Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of properties, and the City may adjust and appropriate any budget allocation or expense otherwise funded by a special assessment, or in any combination thereof, and maintain the validity of the apportionment. The flexibility described above is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Stormwater Assessment exceed the maximum assessment rate

previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(K) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the distinct tiers or classes of apportionment allocation described herein. The tiers and classes, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(L) The apportionment among Tax Parcels of a portion of the City's annual budget for stormwater services, facilities and programs necessary for providing the stormwater protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(M) The benefits derived from the stormwater services, facilities and programs as to each Tax Parcel subject to the Stormwater Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(N) The City Council hereby finds and determines that the Stormwater Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding stormwater services, facilities and programs by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED STORMWATER ASSESSED COST.

(A) The estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments for the Fiscal Year commencing October 1, 2025, is approximately $2.28 million. The Stormwater Assessed Cost will be funded through the imposition of Stormwater Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with the single-family residential Tier 1, Tier 2 and Tier 3, and non-single-family residential Stormwater Assessments as described in this Preliminary Assessment Resolution in the preparation of the Preliminary Assessment Roll as provided in Section 2.02 of this Preliminary Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a Preliminary Assessment Roll for Stormwater Assessments for the Fiscal Year commencing October 1, 2025, in the manner provided in

Section 2.03 of the Assessment Ordinance. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Stormwater Assessments hereunder. The City Manager shall apportion the estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Assessment Study which summarizes information and analysis related to the estimated amount of the Stormwater Assessed Cost to be recovered through the imposition of Stormwater Assessments, and the Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Preliminary Assessment Roll be in printed form if the amount of the Stormwater Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m. or soon thereafter on August 26, 2025, in City Council Chambers of City Hall, 65 Stone Street, Cocoa, FL 32922, at which time the City Council will receive and consider any comments on the Stormwater Assessments from the public and affected property owners and consider imposing Stormwater Assessments and authorizing an alternative manner of collection.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided by the Assessment Ordinance. The notice shall be published no later than twenty days before the hearing, which is on or about August 6, 2025, in substantially the form attached hereto as Appendix A. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

SECTION 2.05. NOTICE BY MAIL, IF NECESSARY. To the extent that the City Manager determines that the mailing of notice of the public hearing authorized by Section 2.03 is required for certain Assessed Property, in the manner and time provided by the Assessment Ordinance, the notice shall be mailed no later than twenty days (August 6, 2025) before the hearing, in substantially the form provided in Appendix B of this Resolution. The City Council acknowledges that this notice was published by the City Manager prior to the adoption of this Resolution.

ARTICLE III

ASSESSMENTS

SECTION 3.01. STORMWATER ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Stormwater Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the

Assessment Ordinance and the Final Assessment Resolution to be adopted by the City Council at the public hearing to be held pursuant to this Article III.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Stormwater Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Stormwater Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Stormwater Assessments authorized by this Resolution. The City Manager is hereby authorized and directed to prepare a Preliminary Assessment Roll for Fiscal Year 2026 based on the following rate schedule:

FY 2026 Assessment Rates for Single Family Parcels (up to three units)			FY 2026 Assessment Rate for Non-Single-Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$90.87	$139.78	$243.23	$139.78 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the City's stormwater system is di minimus. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed into one of three tiers mentioned herein based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table above. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel). The annual fee assessed to each parcel is then determined by multiplying $139.78 (as presented in the table above), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

(B) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A). More specifically, the annual assessment will be increased by 0% in Fiscal Year 2026 and 4.0% each year thereafter that the assessment is

levied up to a maximum assessment rate of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

(C) The amount of the annual Stormwater Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with the collection and administration of the Stormwater Assessments each year.

(D) It is hereby ascertained, determined, and declared that the method of determining the Stormwater Assessments as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Stormwater Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Stormwater Assessments shall be utilized for the provision of stormwater services, facilities and programs. In the event there is any fund balance remaining at the end of the 2025-2026 Fiscal Year, such balance shall be carried forward and thereafter used only to fund stormwater related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Stormwater Assessments for the 2025-2026 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Stormwater Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Stormwater Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, the following are exempt from the stormwater assessments: (i) cemeteries; and (ii) parcels that are undeveloped land with no impervious surface, but only- for the

portion of the parcels that are undeveloped as those portions do not receive material benefit from City stormwater services, facilities and programs. However, one parcel with a 9105 land use code will be assessed because of impervious surface related to a building on the parcel.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Stormwater Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Stormwater Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07 CREDITS.

(A) Parcels that engage in onsite stormwater management may receive a credit on their Stormwater Assessment in order to recognize the benefit of the activity to reduce the volume of stormwater leaving the properties, or enhance the quality of the runoff, thereby, reducing the burden on the City's stormwater system. The intent and purpose of the credit is to maintain equity for property owners with onsite stormwater management because such property owners have invested in measures to reduce

stormwater runoff from their property and therefore reducing the effort required by the City to manage their stormwater runoff.

(B) In order for a property owner to obtain a credit, the property owner must demonstrate a specified reduction of stormwater to the City's stormwater system from the property by providing onsite attenuation for a minimum storm event required by the St. Johns River Water Management District, pursuant to applicable law.

(C) Application and eligibility requirements to obtain a credit shall be determined by written administrative policy approved by the City Manager, provided such policy shall be consistent and not in conflict with this Resolution, and supported by a written technical memorandum prepared by the City's stormwater assessment consultant evidencing a fair and equitable method of determining the applicable credit.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 12th day of August 2025.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake, Mayor

Attest:

By: _____
Monica Arsenault, City Clerk

Appendix A

To Be Published on or before August 06, 2025

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 26, 2025, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at

the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2026 is estimated to be approximately $2.28 million. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $139.78

(as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2026 Assessment Rates for Single Family Parcels (up to three units)			FY 2026 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$90.87	$139.78	$243.23	$139.78 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 0% in Fiscal Year 2026 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2026 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be

adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, 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. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, our Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.

[INSERT MAP OF THE CITY OF COCOA]

CITY COUNCIL
CITY OF COCOA, FLORIDA

Appendix B

NOTICE OF PUBLIC HEARING TO ADOPT THE FINAL ASSESSMENT RESOLUTION FOR THE COLLECTION OF STORMWATER NON-AD VALOREM ASSESSMENTS
******THIS IS NOT A BILL******

[Insert Mailing Date]

[Owner1 - Col AB]
[Owner2 - Col AC]
[MailAddressLine1 - Col AE]
[MailCity - Col AG], [MailState - Col AH] [MailZip5 - Col AK]

CITY OF COCOA Tax ID : [TaxAcct - Col A]
[LocAddressFormatted - Col Y]

Dear Property Owner:

The City of Cocoa (the "City") is hereby providing notice that an annual non-ad valorem assessment to pay a portion of the annual stormwater costs may be levied against your property for the fiscal year commencing October 1, 2025 ("Fiscal Year 2026"), and each fiscal year thereafter, as required by Section 197.3632, Florida Statutes.

The Public hearing is scheduled for August 26, 2025, at 6:00 P.M at 65 Stone Street, Cocoa, Florida, in the City Council Chambers to receive public comment on the proposed non-ad valorem assessments. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to appear at either hearing and to file written objections with the City within twenty days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, at least 48 hours in advance of the meeting at 321-433-8484.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2026 is estimated to be $2.28 million. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels were placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below.

FY 2026 Assessment Rates for Single Family Parcels (up to three units)		
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area
$90.87	$139.78	$243.23

For non-single- family parcels, each parcel was assigned a number of Equivalent Residential Units (ERUs) that was calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single-Family parcel). The annual assessment to each parcel was then determined by multiplying $139.78 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2026 Assessment Rate for Non-Single-Family Parcels
$139.78 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

The FY 2026 Assessment for this parcel will be as follows:

Tier if single-family: [Tier Structure - Col L]
Billed ERUs if non-single family: [ERUs - Col M]
Annual Assessment Amount: $[Net Fee - Col P] (Includes mitigation credit of [Credit – Col O]

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in the Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 0 % in Fiscal Year 2026 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment for single family parcels (including up to three dwelling units) of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2026 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount includes expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and was be adjusted to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the hearing on August 26, 2025, (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions regarding your stormwater assessment, please contact the Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.

*******DO NOT SEND PAYMENT - THIS IS NOT A BILL*******

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on August 26, 2025, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2026 is estimated to be approximately $2.28 million. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $139.78 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2026 Assessment Rates for Single Family Parcels (up to three units)			FY 2026 Assessment Rate for Non-Single Family Parcels
Tier 1: 400 – 2,300 sq. ft. of impervious area	Tier 2: 2,400 – 4,400 sq. ft. of impervious area	Tier 3: Greater than 4,400 sq. ft. of impervious area	
$90.87	$139.78	$243.23	$139.78 Per ERU

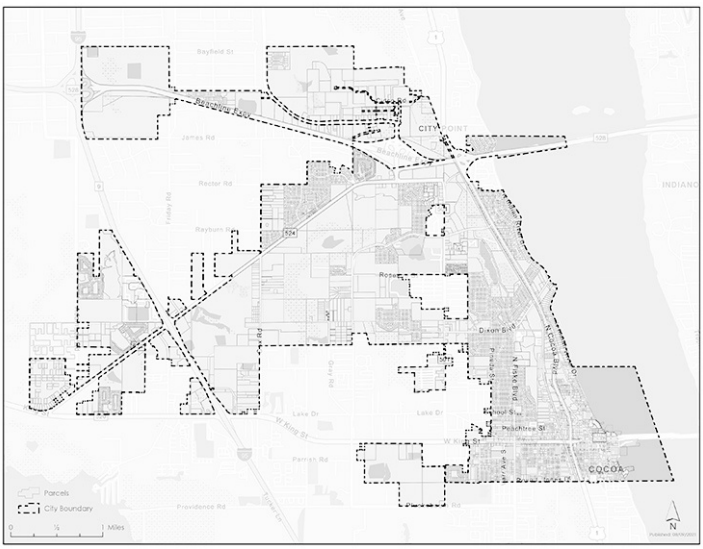
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 0% in Fiscal Year 2026 and 4.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2026 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, 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. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, out Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.



CITY OF COCOA, FLORIDA

FT-42309771

CITY COUNCIL AGENDA ITEM

Memo Date:	July 17, 2025
Agenda Date:	August 12, 2025
File ID:	2025-718
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Adopt on Second Reading Ordinance 07-2025, the Cocoa CRA Plan Update 2025.

BACKGROUND:

The Cocoa City Council adopted Ordinance No. 10-81 in 1981 creating the Cocoa Redevelopment Agency. The Cocoa Redevelopment Plan was approved in 1982 through adoption of Ordinance No. 28-82. The Plan was updated in 1997 and adopted by the Cocoa City Council via Ordinance No. 27-97. The Plan was again updated in 2018 and adopted by Cocoa City Council via Ordinance 10-2018. In 2022, the Plan was modified to include Community Policing efforts through Ordinance 14-2022. The Cocoa CRA has accomplished several goals and objectives in the past 44 years, including the following significant projects:

- Riverfront Park
- Dredged basin
- Renovated Boat Launch Platforms
- Purchase of Land for Redevelopment
- The US1 and Florida Avenue Streetscape Projects
- Pedestrian Connector
- T-Dock and Day Slips
- Lee Wenner Park Parking Reconstruction
- Security Camera and Lighting Enhancements

While progress has been made over the years regarding the CRA's core mission of combatting and eliminating slum and blight by implementing redevelopment activities, many more redevelopment opportunities have been identified that need the CRA's attention, particularly following the destruction of public infrastructure and assets in the riverfront area due to Hurricane Irma.

In accordance with F.S. §163, Chapter III, staff has prepared the attached 2025 Cocoa CRA Redevelopment Plan for the LPA, CRA, and City Council’s consideration. It is necessary that the contents of the redevelopment plan reflect the objectives of the CRA. Florida Statutes governing the powers of community redevelopment agencies provide that expenditures and projects of such agencies shall be made “in accordance with the community redevelopment plan” and, further, that general government operating expenses unrelated to the planning and carrying out of a community redevelopment

plan may not be paid for or financed by tax increment revenues.

Section 163.360, Florida Statutes, provides that a redevelopment plan shall: (a) Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act. (b) Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements. (c) Provide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area. In addition, the community redevelopment plan may provide for the development and implementation of community policing innovations. Section 163.360(3). Also, redevelopment best practices recommend a Redevelopment Plan be evaluated and updated periodically. Plan revisions should reflect existing and changing conditions of the CRA and update the projects and reprioritization of projects.

The Plan Update contains the following five (5) areas:

- Context (History and Administrative Activity)
- Analysis (Existing Conditions, Themes, Strengths/Weaknesses/Opportunities/Threats (SWOT)
- Strategic Framework (Updated Goals and Opportunities)
- Implementation (Proposed projects and cost estimates)
- Appendix (Governance and Compliance)

Staff, along with the Consultant, evaluated substantive changes to the goals, objectives, policies, strategies and projects of the CRA Plan to ensure consistency with the City of Cocoa's Comprehensive Plan. Staff also presented the draft Plan to the Planning and Zoning Board (P&Z) on July 9, 2025, to ensure consistency with the City's Comprehensive Plan. By unanimous approval, the P&Z Board made a recommendation to the City Council that the draft of the updated Cocoa Redevelopment Agency Redevelopment Plan is consistent with the City's Comprehensive Plan pursuant to the requirements of law and for the LPA to adopt the recommendations and the analysis of the staff report. The Cocoa CRA held a meeting on April 7, 2025, to review and consider the amended and modified Cocoa CRA Redevelopment Plan. The Cocoa CRA Board unanimously approved the Redevelopment Plan update and recommended City Council adopt the Updated Cocoa CRA Redevelopment Plan. The Brevard County Board of County Commission Chairperson was notified via certified mail on July 1, 2025. Additionally, the Public Hearings for City Council consideration of the Cocoa CRA Redevelopment Plan Update were legally advertised in the Florida Today newspaper on June 24, 2025, and August 1, 2025. Both the letter to the Brevard County BOCC and

legal advertisement proof are attached to this agenda item, of which staff have a copy of the legal advertisement from the Florida Today.

Staff requests the City Council adopt Ordinance 07-2025 approving the Cocoa CRA Plan Update 2025.

PRIORITY AREA CONNECTION:
Economic and Community Development
Investment in Public Infrastructure
Community Outreach and Engagement
Public Safety/Community Standards
Organizational Effectiveness

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
April 7, 2025 - Cocoa CRA approved the Final Draft Plan for submission to PZ and Council
July 9, 2025 - Planning & Zoning recommended the Plan for approval by City Council
July 22, 2025 - Council approved the First Reading of Ordinance 07-2025

RECOMMENDED MOTION:
Adopt on Second Reading Ordinance 07-2025, the Cocoa CRA Plan Update 2025.

ORDINANCE NO. ___ - 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: _____
Second Reading: _____
Effective Date: _____

EXHIBIT "A"

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

CITY OF COCOA NOTICE OF FINAL PUBLIC HEARING FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY (CRA) REDEVELOPMENT PLAN UPDATE 2025

Notice is hereby given that the 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 CHAPTER 8 – COMMUNITY DEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND 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:

Cocoa City Council, Tuesday, August 12, 2025 at 6:00 p.m.

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.

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 1st day of August, 2025.

Monica Arsenault, CMC, City Clerk

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

9489 0090 0027 6656 6285 02

FILE COPY

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
1
520
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. 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

›1860s

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.

›1894-96

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.

›1917

INDIAN RIVER BRIDGE COMPLETION

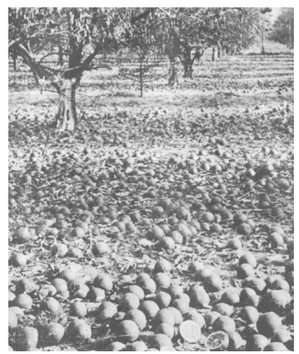
A 5,840-foot bridge is completed across the Indian River, enabling direct road access to Merritt Island, followed by a road to Cocoa Beach by 1923.

›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."

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.

›1940

›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.

01 PLANNING

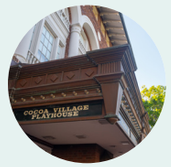
The Cocoa Community Redevelopment Area (CRA) encompasses approximately 248 acres, or 0.45 square miles, representing just 2% of the city's total area of 8,960 acres (14 square miles). This redevelopment zone features a diverse mix of land uses and structures and serves as the historic downtown core. 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

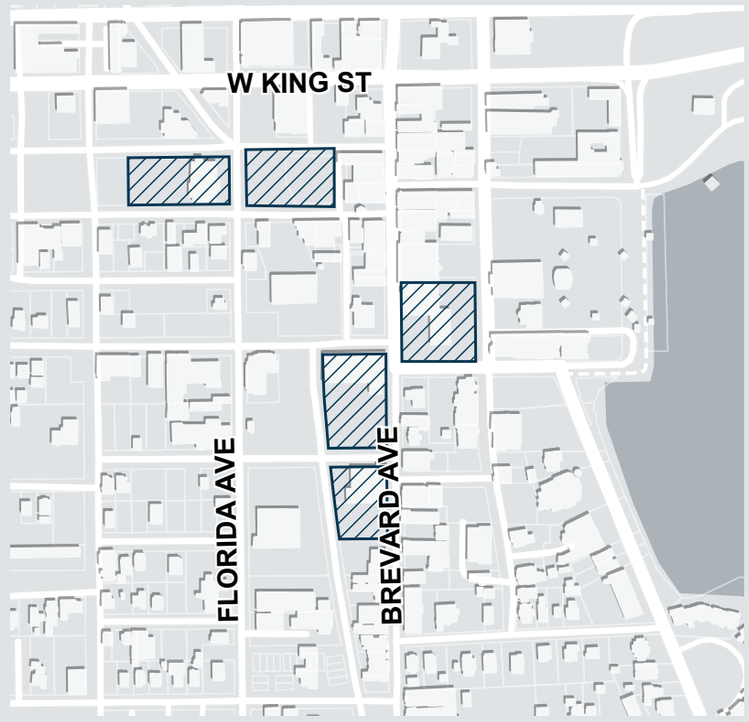
- Improve water quality in surface water bodies.
- Incorporate resiliency into local plans, policies and objectives.
- Preserve and adapt the built environment to keep people and property safe.
- Improve community mobility while improving vulnerable transportation infrastructure.

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.

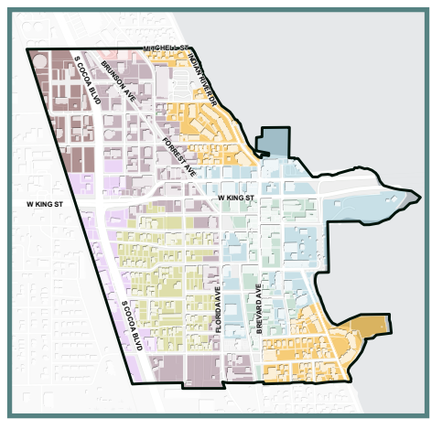
The project website hosted an **interactive map, a survey, and a funding activity** to help understand resident's opinions of the CRA.

02

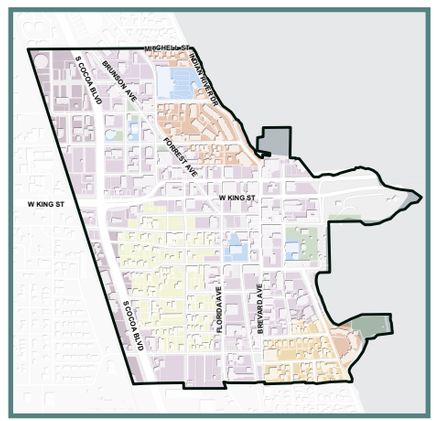
EXISTING CONDITIONS

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.

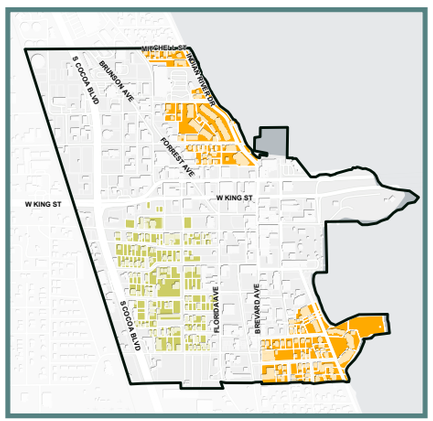
After taking an inventory of the relevant data, we can view these datasets and begin to layer and investigate them through the perspective of the residents and qualitative placemaking theory to develop goals and criteria that will help guide the improvements for the Cocoa CRA.



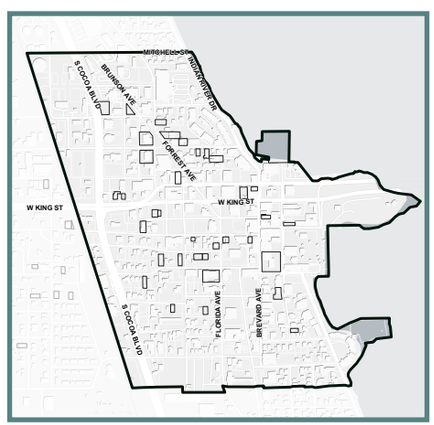
Existing Zoning



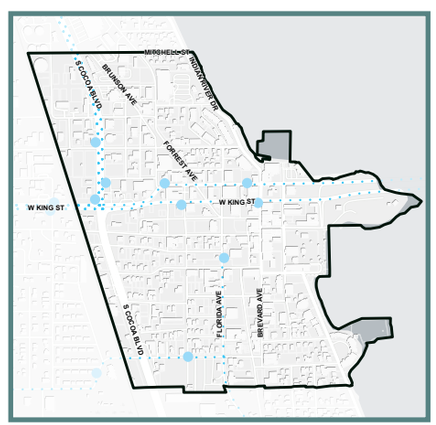
Future Land Use Map



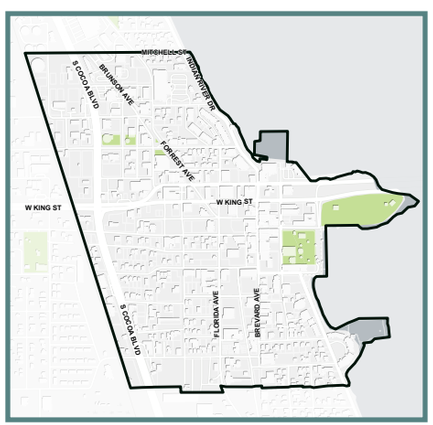
Housing Density



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

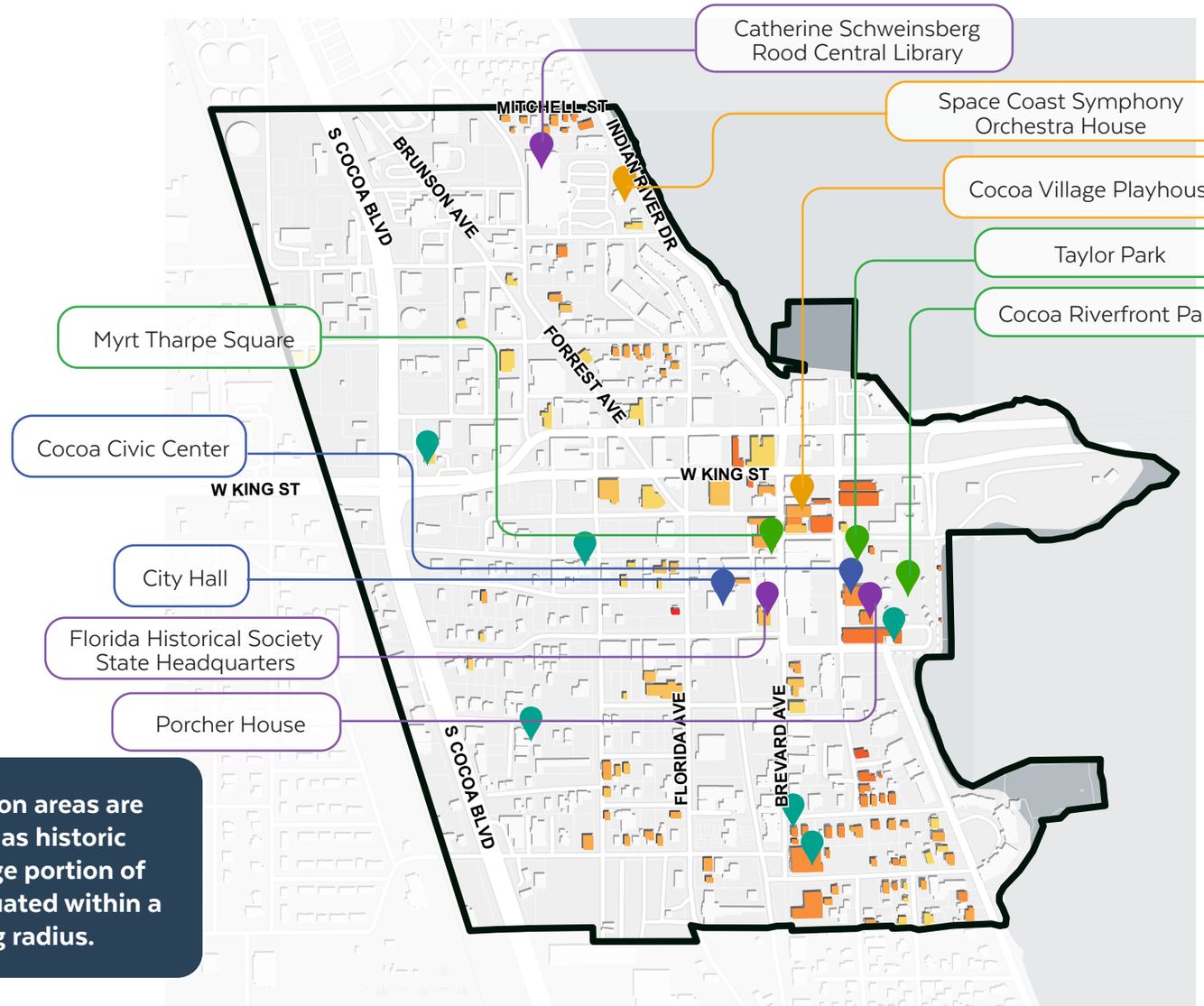
Cocoa Riverfront Park
Myrt Tharpe Square

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
- 1910 - 1919
- 1920 - 1929
- 1930 - 1939
- 1940 - 1949
- 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

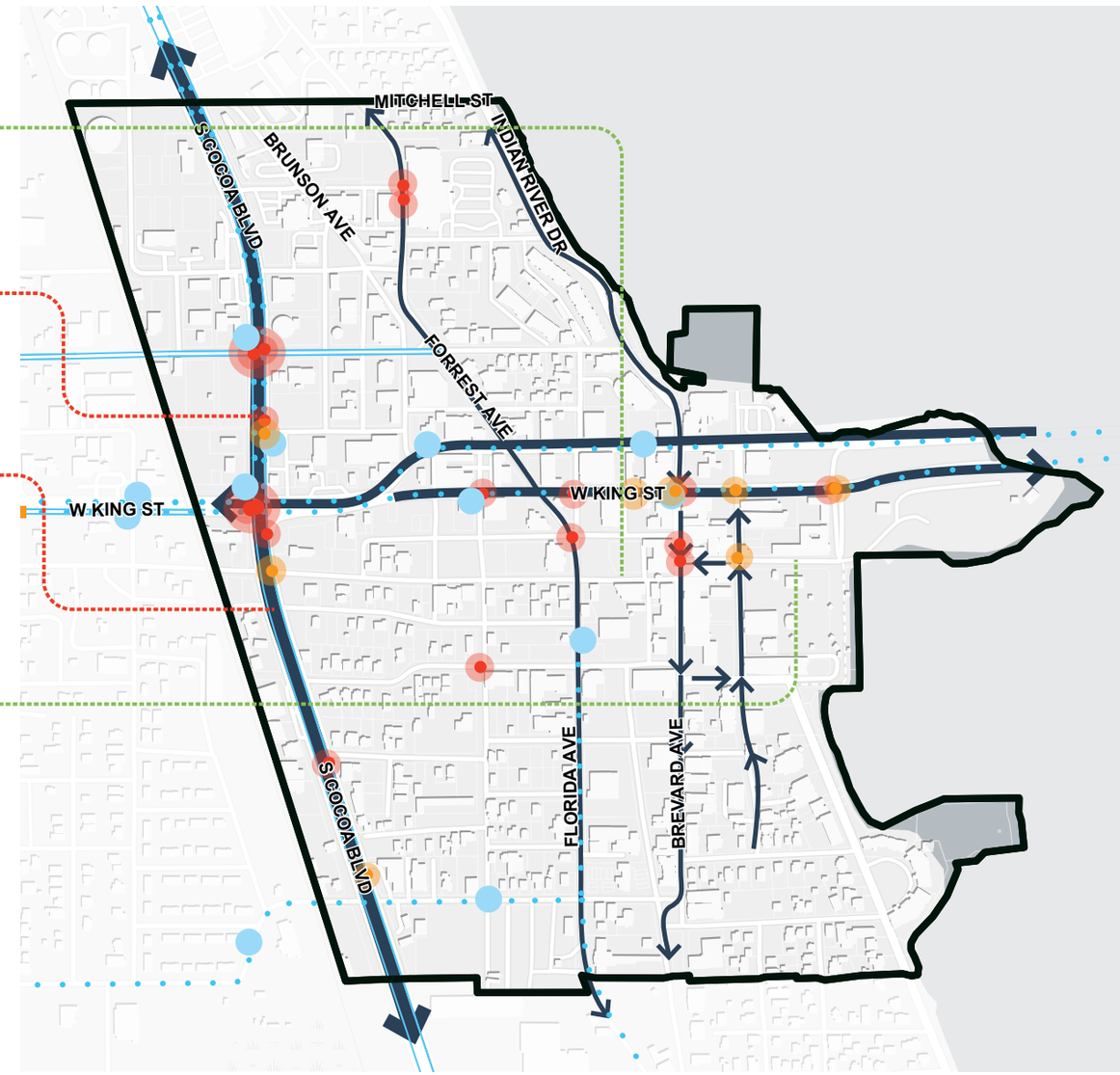
Connections on the King Street - Willard Street corridor encourage safety and comfort using multi-modal transportation

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

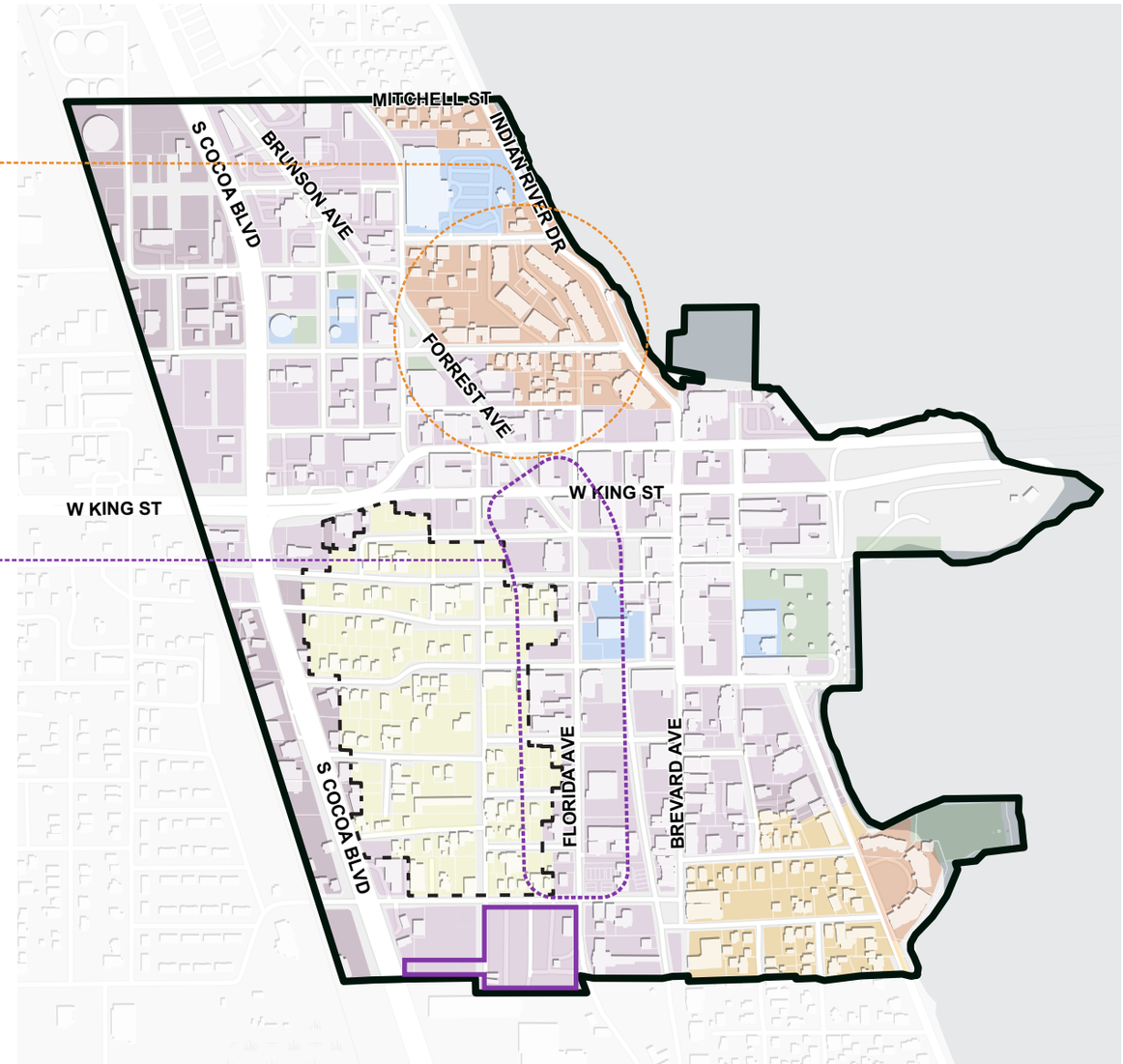
Architectural guidelines can help to develop compatible development within Cocoa Village as well as encourage engagement within neighborhood streets.

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.

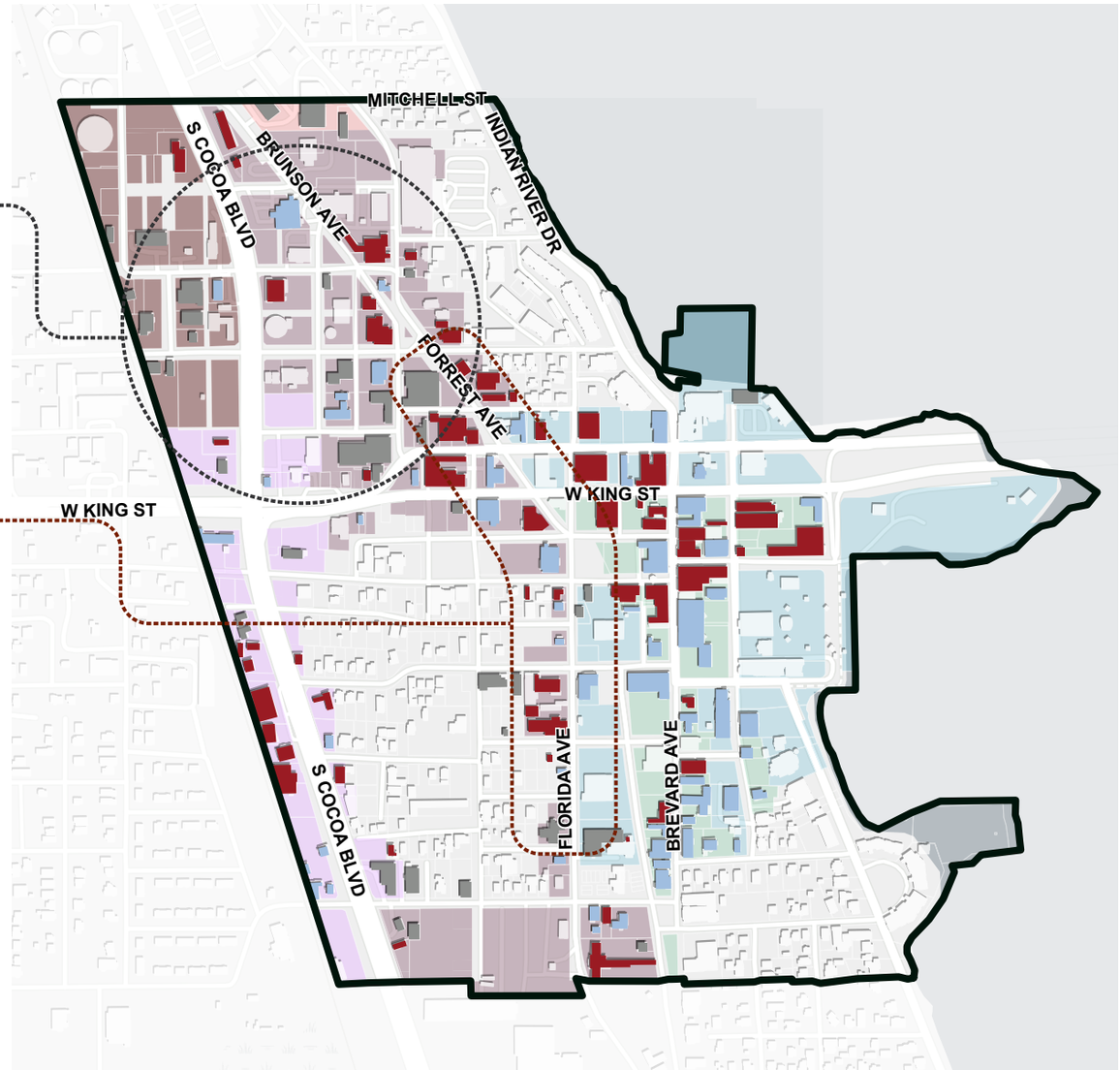
Dog N Bone British Pub invites gathering and activates the Historic Downtown area

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.

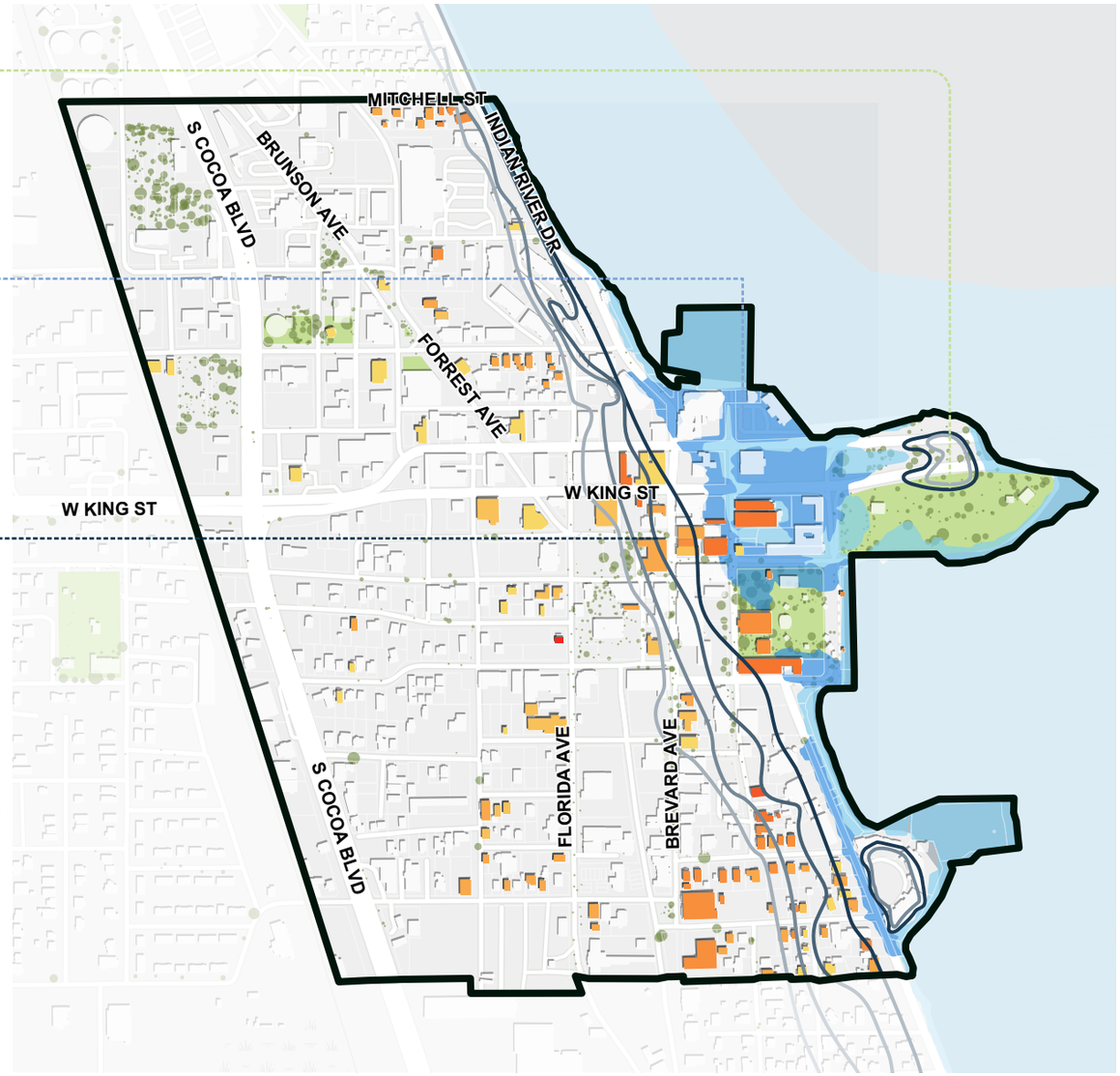
Fortify Cocoa Village Marina by improving its resilience to coastal Flooding.

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
- 1910 - 1919
- 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

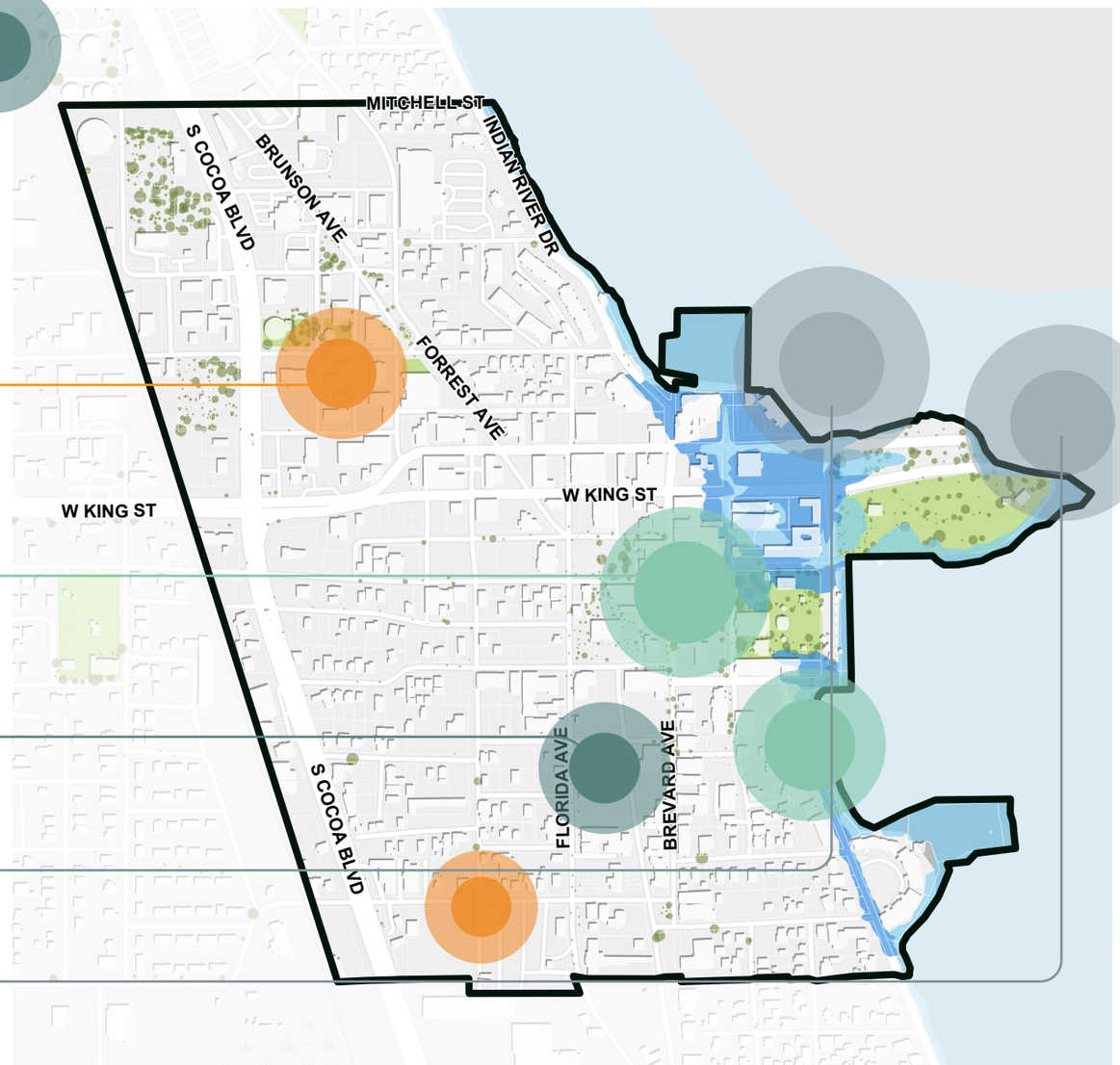
Pockets of underutilized parcels (where the zoning allows for a more intense/ dense use than the existing use)

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.

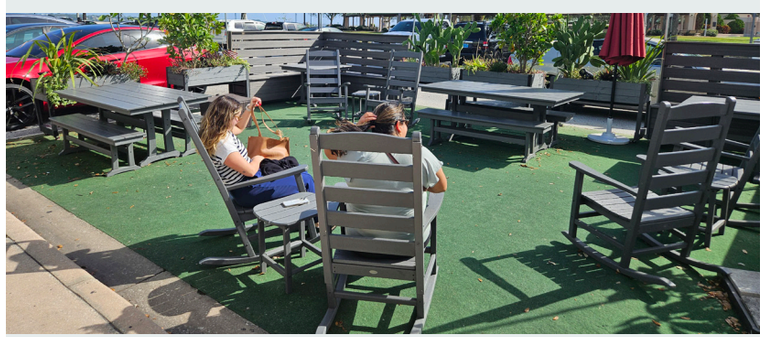
STRENGTHEN RESILIENCE

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.

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

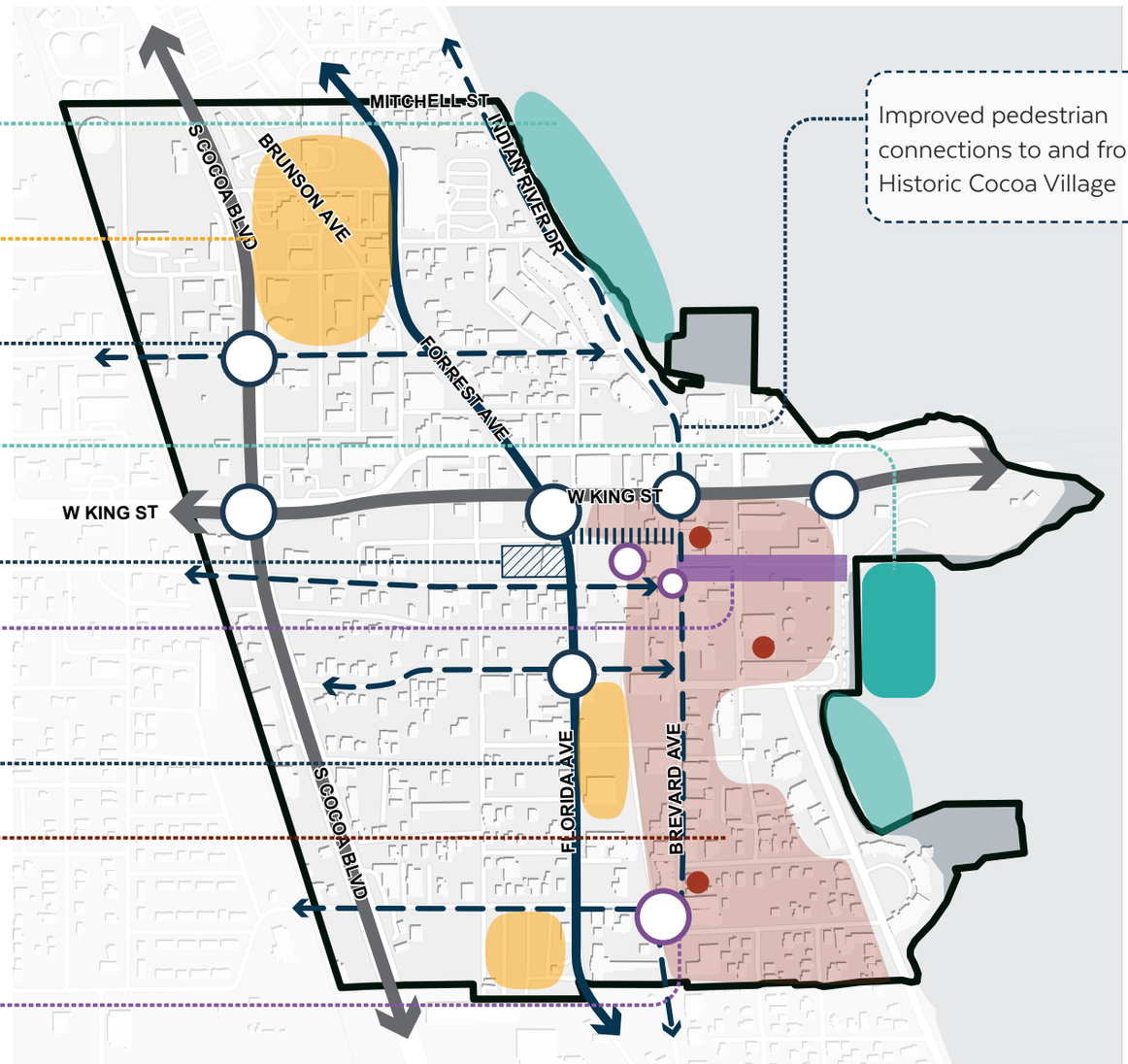
Most suitable site for potential parking structure

Harrison Street as a Festival Street

Neighborhood scale trolley service along Florida/Forrest

Potential Historic District Overlay

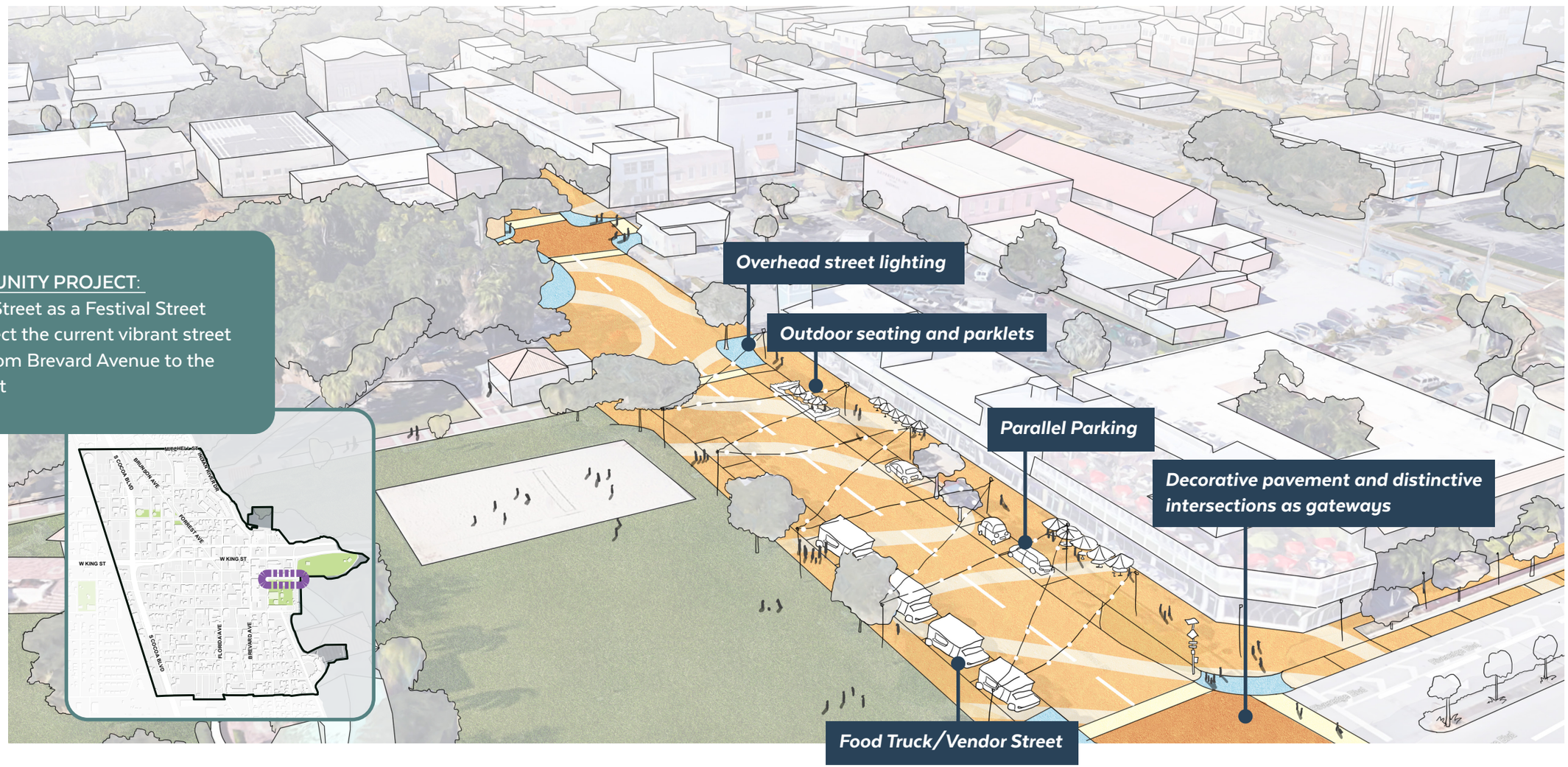
The Gateway Plaza



Improved pedestrian connections to and from the Historic Cocoa Village

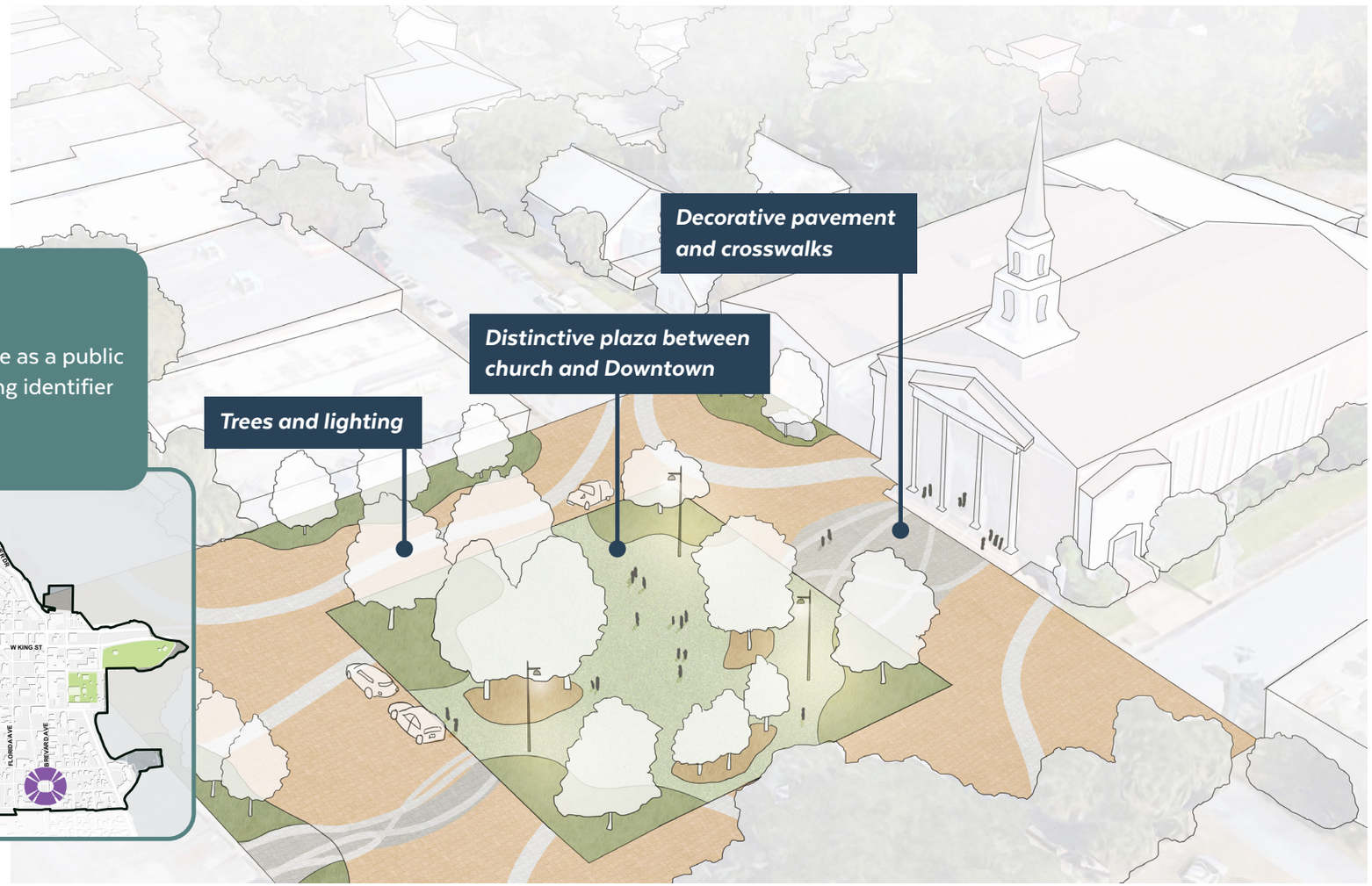
CRA OPPORTUNITIES

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.

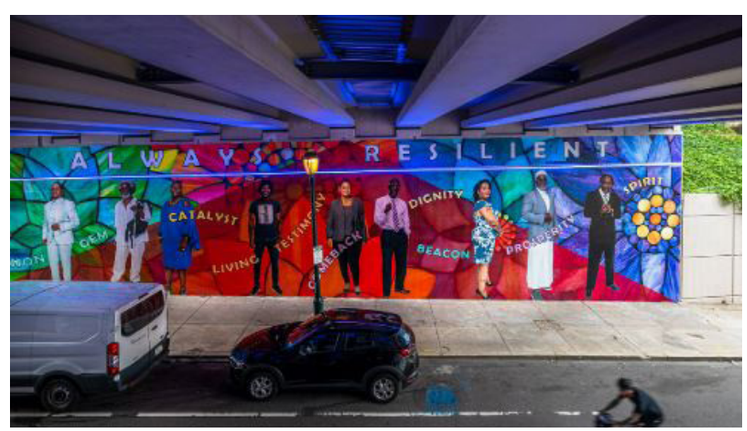
Fostering sustainable economic development in the Cocoa CRA is another critical component of the Plan. Supporting businesses, encouraging mixed-use development, and enhancing the area's appeal to investors, visitors, and residents will drive local economic prosperity. This includes attracting niche businesses 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:

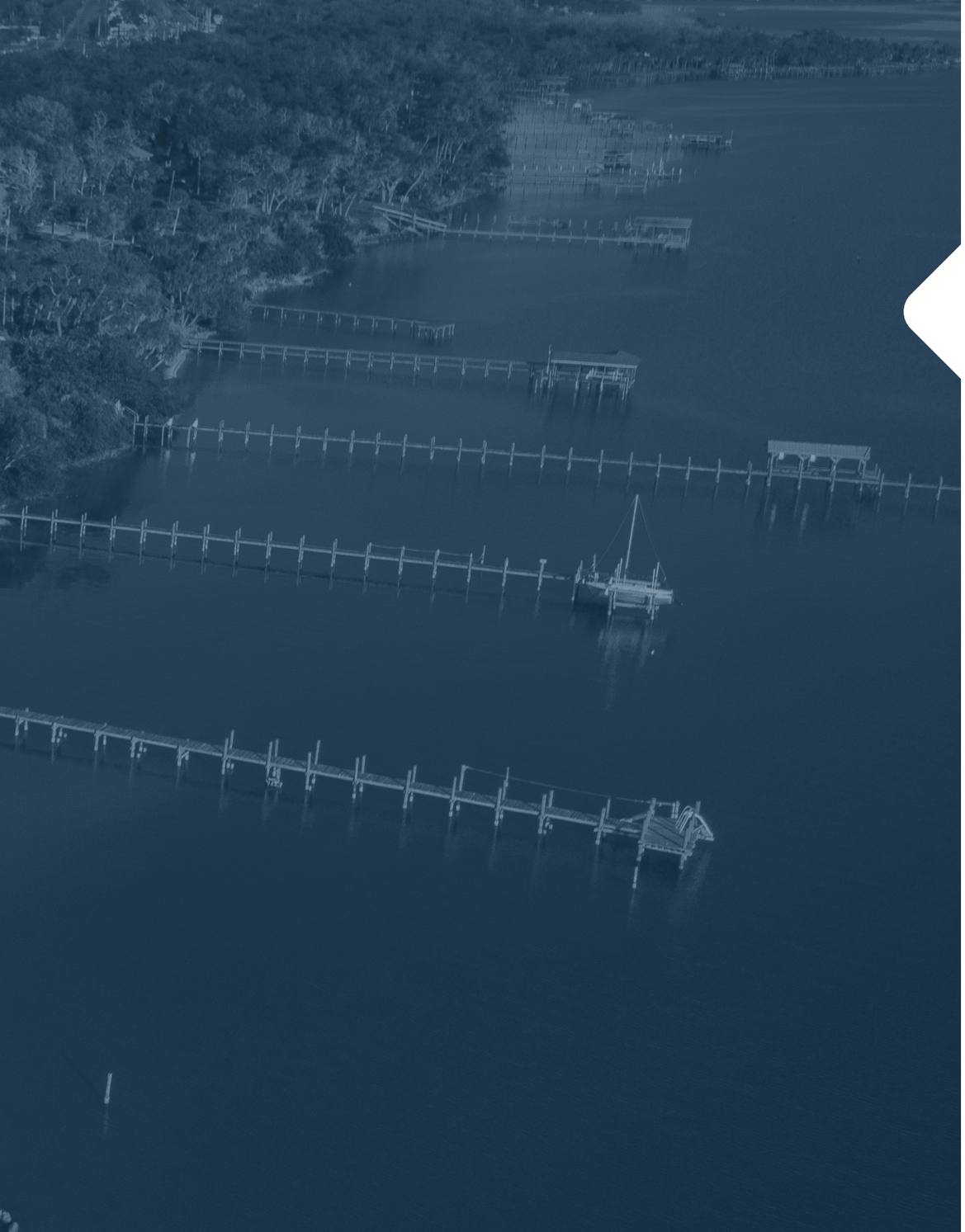
The Cocoa CRA expressly reserves all rights, powers, and authorities available to it under applicable federal, state, and local laws, including but not limited to the Florida Community Redevelopment Act of 1969, as amended (the "Redevelopment Act"). Nothing in this Plan shall be construed as a waiver, 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 17, 2025
Agenda Date:	August 12, 2025
File ID:	2025-719
Prepared By:	Charlene Neuterman, Community Services Director
Through:	Stockton Whitten, City Manager
Requested Action:	Adopt on Second Reading Ordinance 08-2025, the Diamond Square CRA Plan Update 2025.

BACKGROUND:

The Cocoa City Council adopted Ordinance No. 13-98 in 1998, creating the Census Tract 626 Community Redevelopment Agency. Brevard County authorized the formation of the CRA through Resolution 97-161. In 1999, Census Tract 626 CRA was renamed to the Diamond Square CRA through Ordinance 5-99. The Plan was updated in 2014 and approved by Brevard County in 2019 through the Interlocal Agreement defining the reformation of the Agency Board and accounting requirements. The Diamond Square CRA has accomplished several goals and objectives in the past 27 years, including the following significant projects:

- Funding for Commercial Façade Grants
- Funding for Down payment assistance for First-Time Homebuyers
- Funding for recreational equipment at Provost Park, Fern and Prospect Park and Joe Lee Smith Park
- Funding for Community Policing Efforts with the Cocoa PD for the Lemonade Stand, Cops and Kids and the Youth Summit
- Funding for Youth Programs with Weed and Seed and Alliance for Neighborhood Restoration
- Funding for land acquisition and site preparation for Habitat for Humanity to build homes in the Diamond Square Area
- Funding for Benches and Trashcans at Bus Stops on S.R. 520
- Acquired the old Skyview Trailer Park site and assisted the City and County with the installation of a Stormwater Pond
- Funding for the Diamond Square Drainage Study and assisted the City with drainage improvements on Catherine and Donley
- Funding to support the construction of the new Dr. Joe Lee Smith Community Center
- Funding for Paint and Landscape Beautification Grants
- Support for youth attending the summer camp at Dr. Joe Lee Smith Center
- Support for additional programming to support education and recreation needs
- Funding for security cameras in Diamond Square CRA

While progress has been made over the years regarding the CRA's core mission of combatting and eliminating slum and blight by implementing redevelopment activities, many more redevelopment opportunities have been identified that need the CRA's attention.

In accordance with F.S. §163, Chapter III, staff has prepared the attached 2025 Diamond Square CRA Redevelopment Plan for the LPA, CRA, and City Council's consideration. It is necessary that the contents of the redevelopment plan reflect the objectives of the CRA. Florida Statutes governing the powers of community redevelopment agencies provide that expenditures and projects of such agencies shall be made "in accordance with the community redevelopment plan" and, further, that general government operating expenses unrelated to the planning and carrying out of a community redevelopment plan may not be paid for or financed by tax increment revenues.

Section 163.360, Florida Statutes, provides that a redevelopment plan shall: (a) Conform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act. (b) Be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements. (c) Provide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area. The county, municipality, or community redevelopment agency shall coordinate with each housing authority or other affordable housing entities functioning within the geographic boundaries of the redevelopment area, concerning the development of affordable housing in the area. In addition, the community redevelopment plan may provide for the development and implementation of community policing innovations. Section 163.360(3). Also, redevelopment best practices recommend a Redevelopment Plan be evaluated and updated periodically. Plan revisions should reflect existing and changing conditions of the CRA and update the projects and reprioritization of projects.

The Plan Updates contains the following five (5):

- Introduction (History and Administrative Activity)
- Inventory & Analysis (Existing Conditions, Themes, Strengths/Weaknesses/Opportunities/Threats (SWOT)
- Strategies (Updated Goals and Opportunities)
- Implementation (Goals and Opportunities)
- Appendix (Governance and Compliance)

Staff along with the Consultant evaluated substantive changes to the goals, objectives, policies, strategies and projects of the Diamond Square CRA Plan to ensure

consistency with the City of Cocoa's Comprehensive Plan. Staff also presented the draft Plan to the Planning and Zoning Board (P&Z) on July 9, 2025 to ensure consistency with the City's Comprehensive Plan. By unanimous approval the P&Z Board made a recommendation to the City Council that the draft of the updated Diamond Square Community Redevelopment Agency Redevelopment Plan is consistent with the City's Comprehensive Plan pursuant to the requirements of law and for the LPA to adopt the recommendations and the analysis of the staff report. The Diamond Square CRA held a meeting on March 17, 2025, to review and consider the amended and modified Diamond Square CRA Redevelopment Plan. The Diamond Square CRA Board unanimously approved the Redevelopment Plan update and recommended City Council adopt the Updated Diamond Square CRA Redevelopment Plan. The Brevard County Board of County Commission Chairperson and County Manager was notified via certified mail on July 1, 2025. Additionally, the Public Hearings for City Council consideration of the Diamond Square CRA Redevelopment Plan update was legally advertised in the Florida Today newspaper on June 24, 2025 and August 1, 2025. Both the letter to the Brevard County BOCC and legal advertisement proof is attached to this agenda item, of which staff has a copy of the legal advertisement from the Florida Today.

Staff requests the City Council adopt Ordinance 08-2025 approving the Diamond Square CRA Plan Update 2025.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards
Investment in Public Infrastructure
Economic and Community Development
Community Outreach and Engagement
Organizational Effectiveness

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:

March 17, 2025 - Approval of Draft Plan at Diamond Square CRA Plan
July 9, 2025 - Planning & Zoning recommended the Plan for approval by City Council
July 22, 2025 - Council approved the First Reading of Ordinance 07-2025

RECOMMENDED MOTION:

Adopt on Second Reading Ordinance 08-2025, the Diamond Square CRA Plan Update 2025.

CITY OF COCOA NOTICE OF FINAL PUBLIC HEARING FOR THE COCOA COMMUNITY REDEVELOPMENT AGENCY (CRA) REDEVELOPMENT PLAN UPDATE 2025

Notice is hereby given that the 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 CHAPTER 8 – COMMUNITY DEVELOPMENT; ADOPTING AN AMENDMENT TO THE COCOA REDEVELOPMENT AGENCY REDEVELOPMENT PLAN TO AUTHORIZE THE CITY AND 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:

Cocoa City Council, Tuesday, August 12, 2025 at 6:00 p.m.

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.

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 1st day of August, 2025.

Monica Arsenault, CMC, City Clerk

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. 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"

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

9489 0090 0027 6656 6285 02

FILE COPY

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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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 Jr.
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

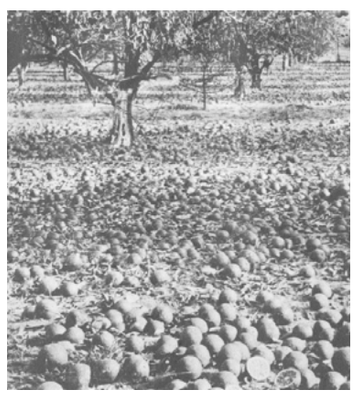
A steamship link to Titusville spurred Cocoa's growth, leading to the development of fish and fruit industries, ice plants, canneries, and packing houses.

›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.

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.

›2014

INTERLOCAL AGREEMENT WITH COUNTY

The Plan update is approved and the Diamond Square CRA and Brevard County enter into an interlocal agreement

›2019

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.

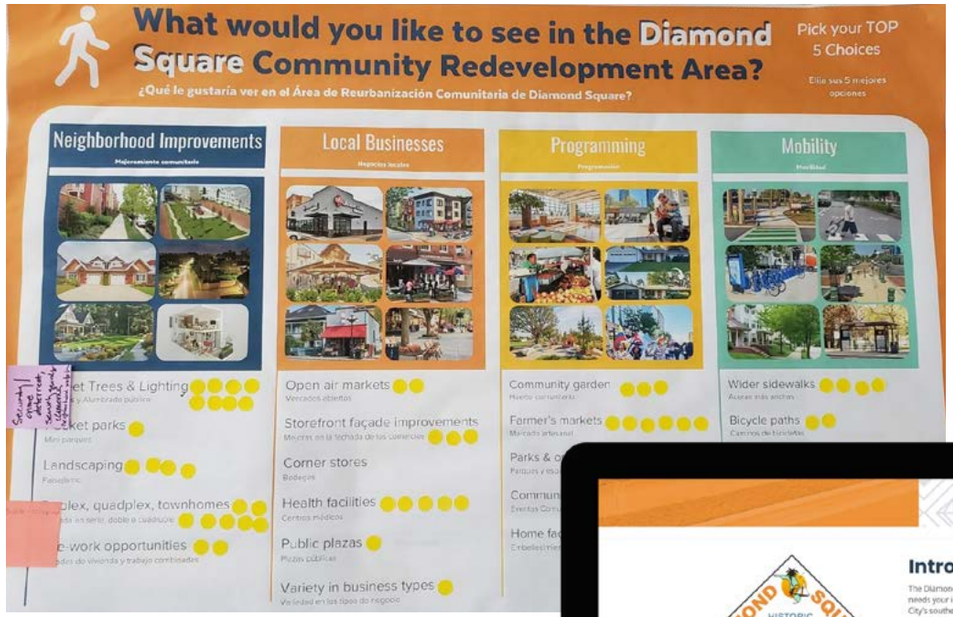
During the Open House, several boards were presented to gather input from attendees. A PowerPoint presentation provided an overview of the CRA and Tax Increment Financing (TIF). A series of interactive boards prompted participants to share their thoughts on topics such as where they live, work, and play, 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.

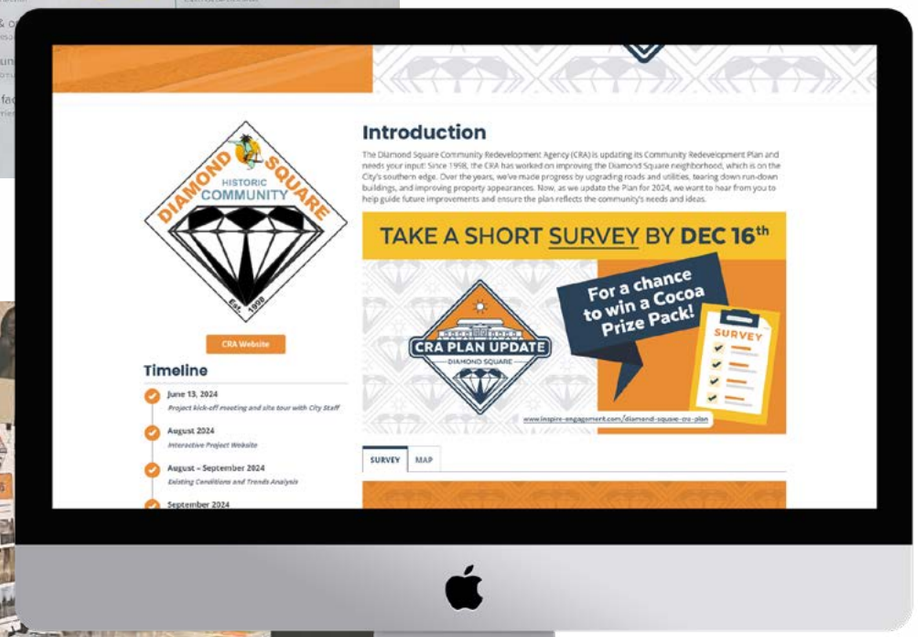
A follow-up Workshop was held on November 6, 2024, at the Harry T. Moore Center in the heart of Diamond Square. This workshop focused on presenting the findings from the previous public engagement and aligning resources with the identified priorities while focusing on specific challenges and opportunities 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

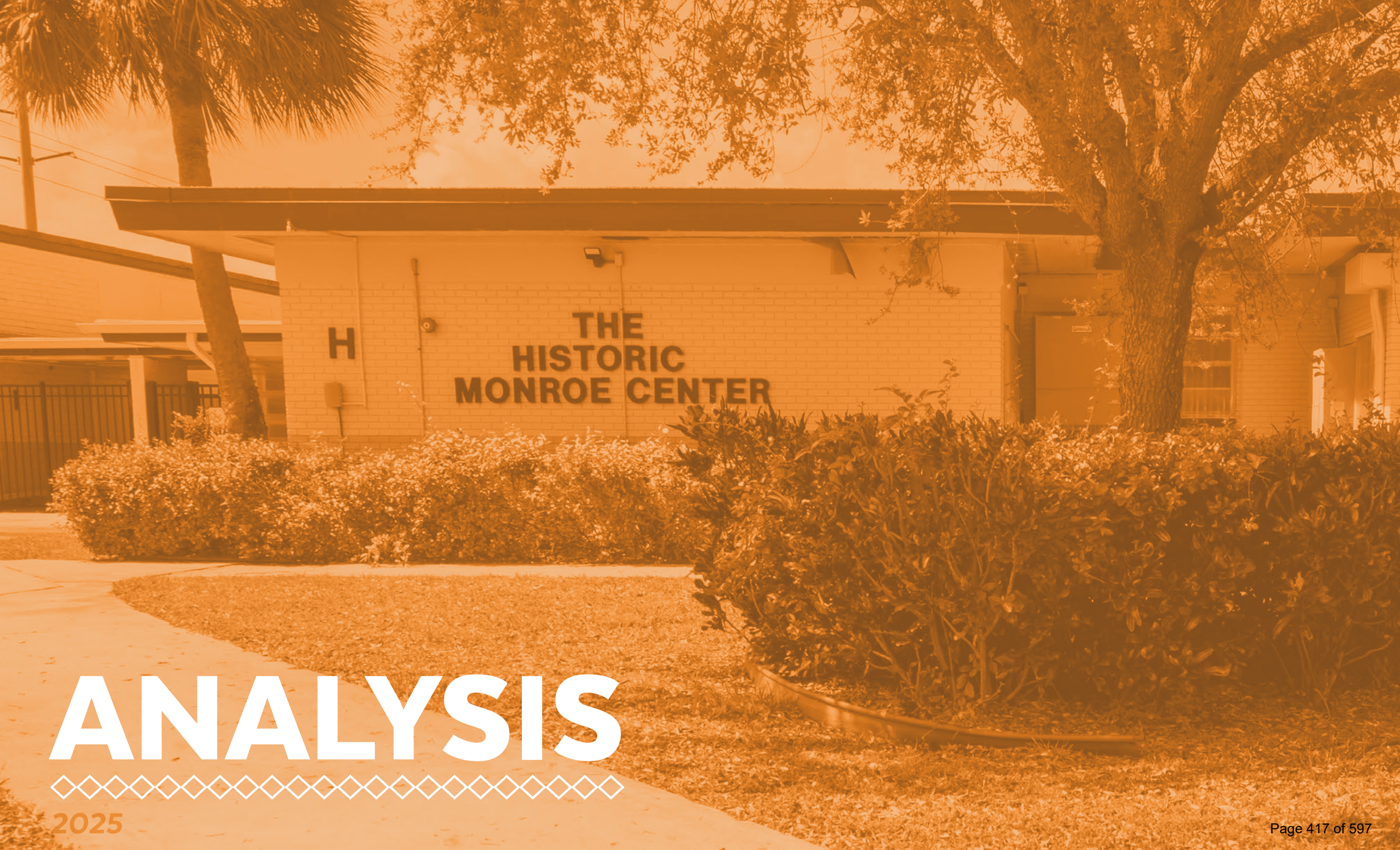
Enhance mobility in the Diamond Square neighborhood by implementing consistent, incremental improvements to alternative transportation options such as public transit and walkability. This includes upgrading pedestrian and cyclist infrastructure, expanding bus services, and implementing Complete Streets 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

02

CRA PLAN UPDATE

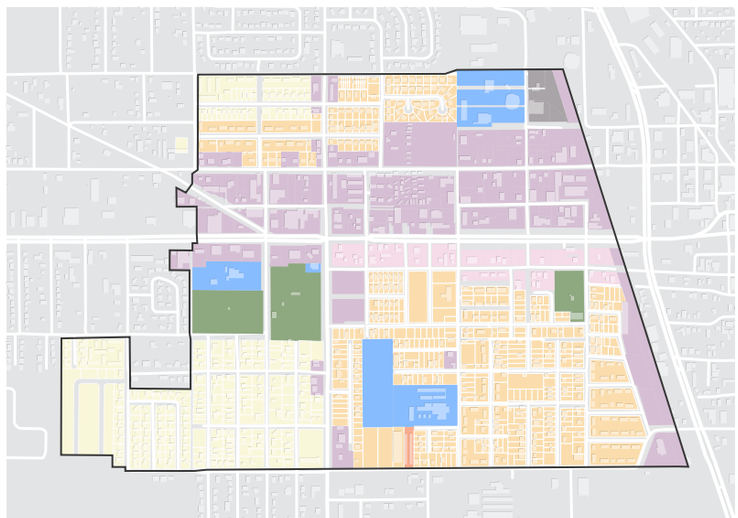
DIAMOND SQUARE

02

EXISTING CONDITIONS

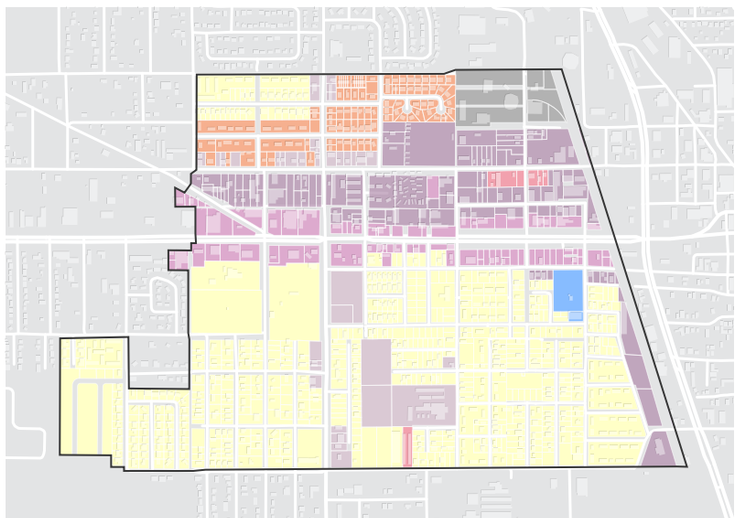
The Diamond Square Community Redevelopment Area (CRA) covers 430.9 acres along the southern edge of Cocoa, Florida, and is characterized by a mix of residential (54%), commercial (25%), and ancillary land uses such as institutional and parks. Current zoning allows for an increase in residential (67%) 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



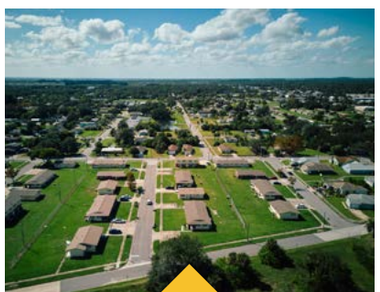
Zoning map for Diamond Square CRA

- 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.

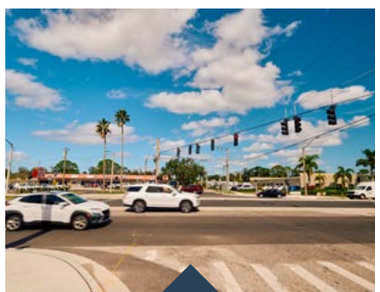


COMMUNITY LIVING

- 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

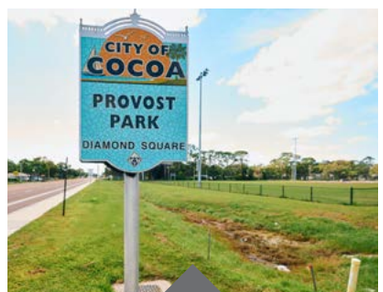
COMMUNITY PLACES

- 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



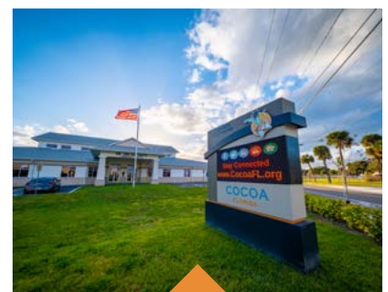
COMMUNITY CONNECTIONS

- 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.

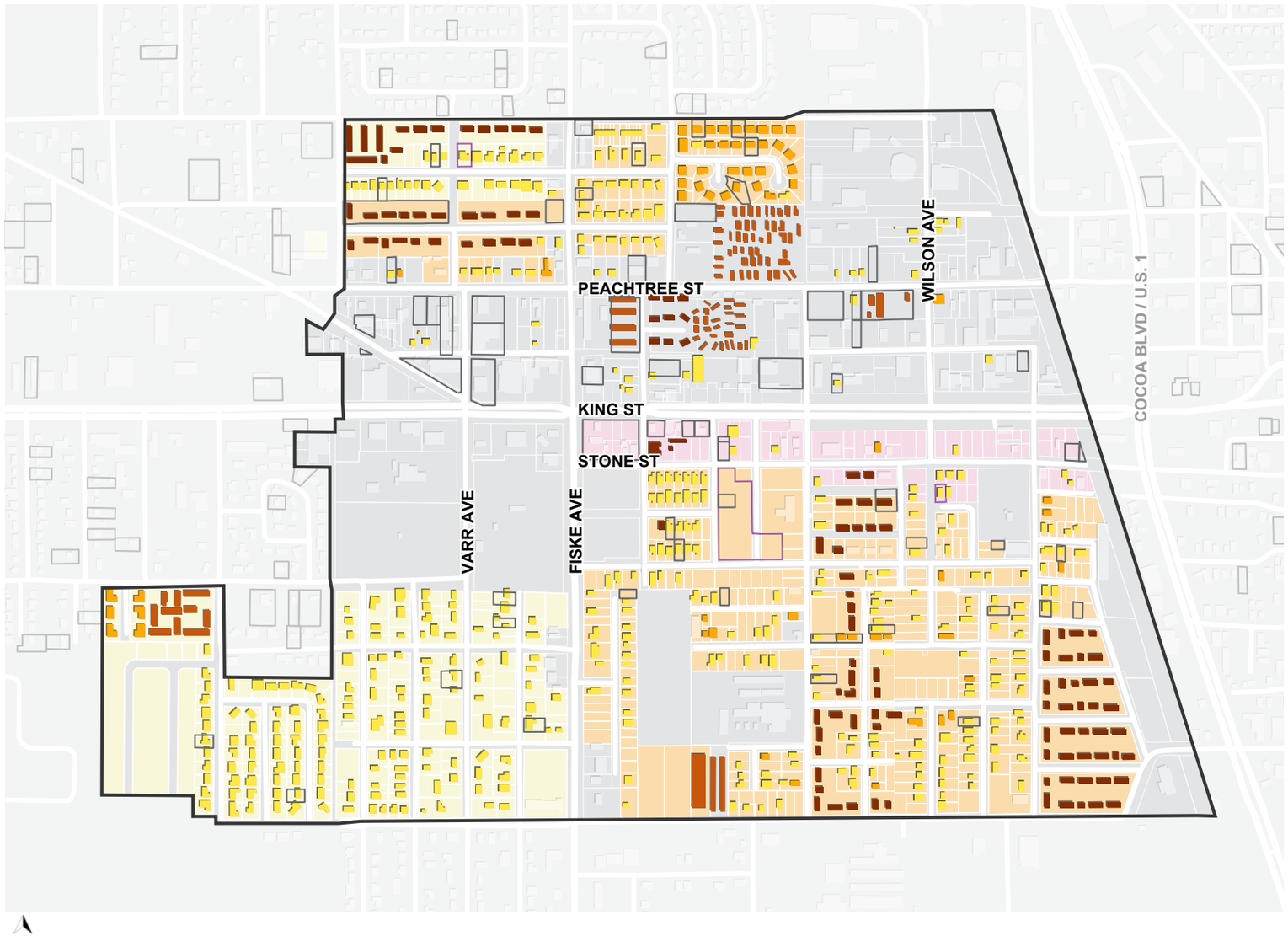
Some mobile homes lack accessible connections

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 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

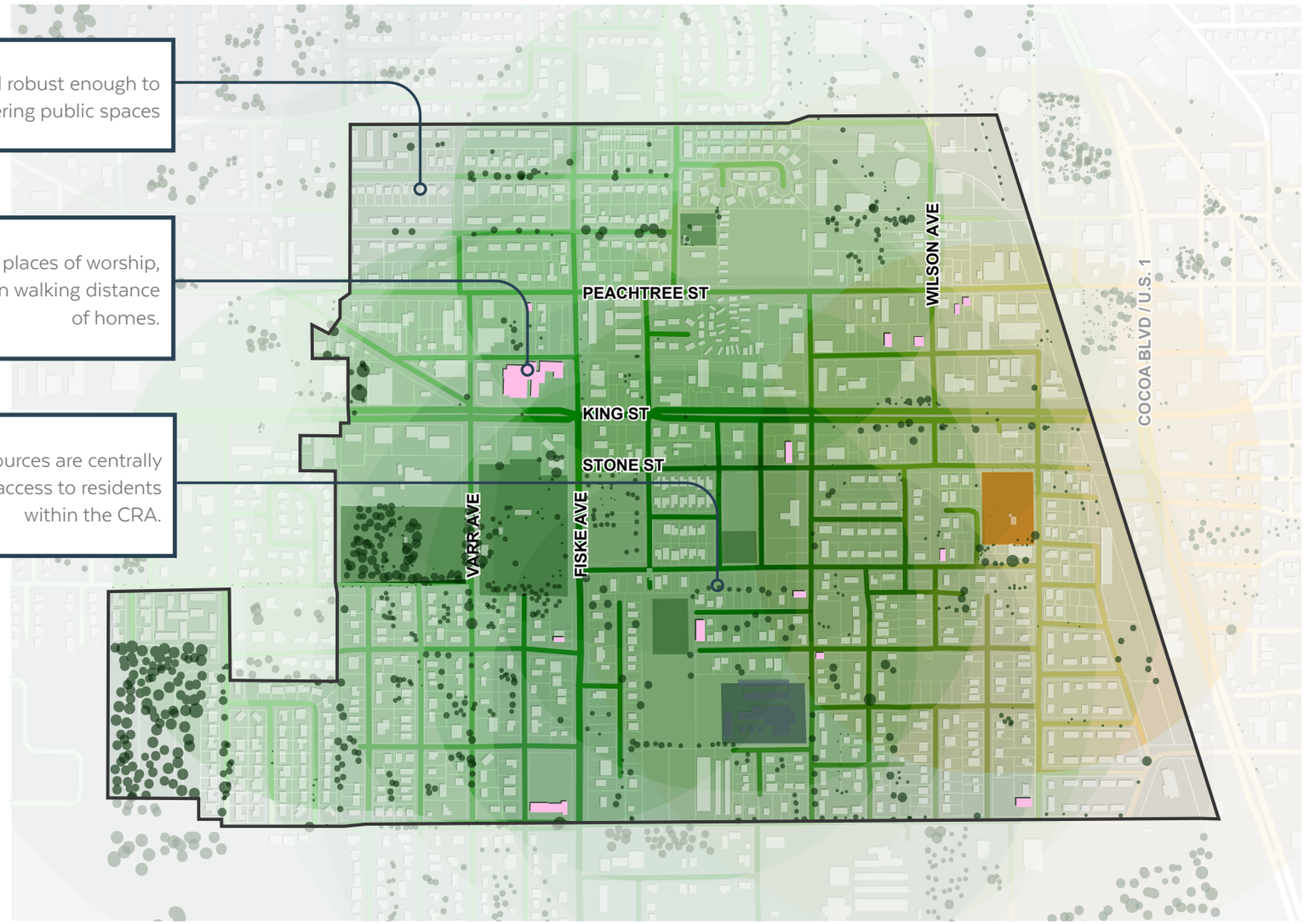
LEGEND Scale 1: 8,000

- 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

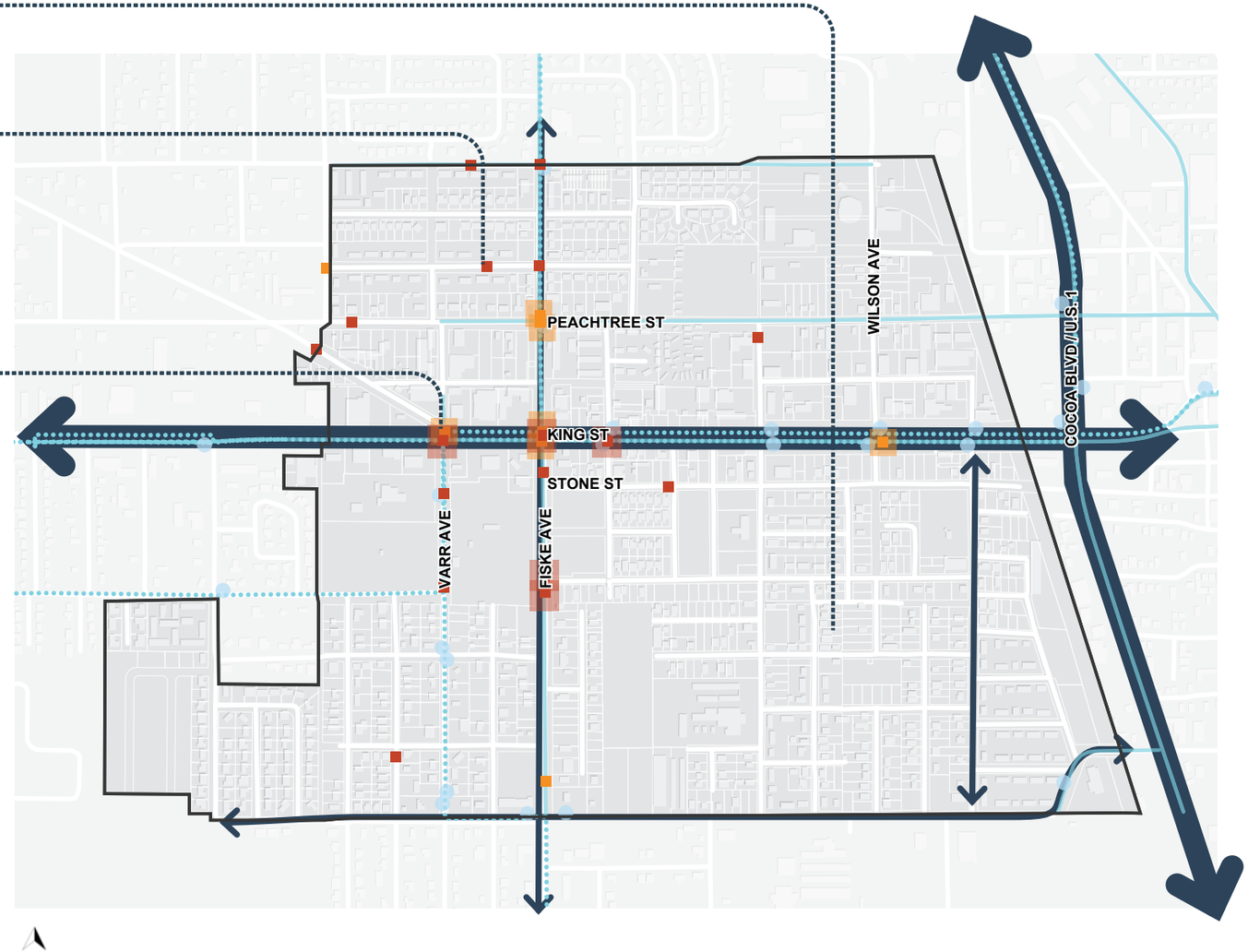
FDOT is planning pedestrian crossing improvements for Fiske Blvd to safely connect pedestrians to public open spaces

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

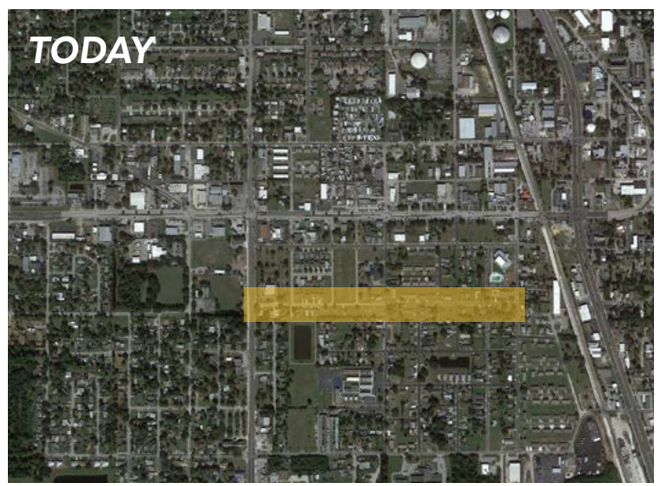
COMMUNITY OPPORTUNITIES

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.

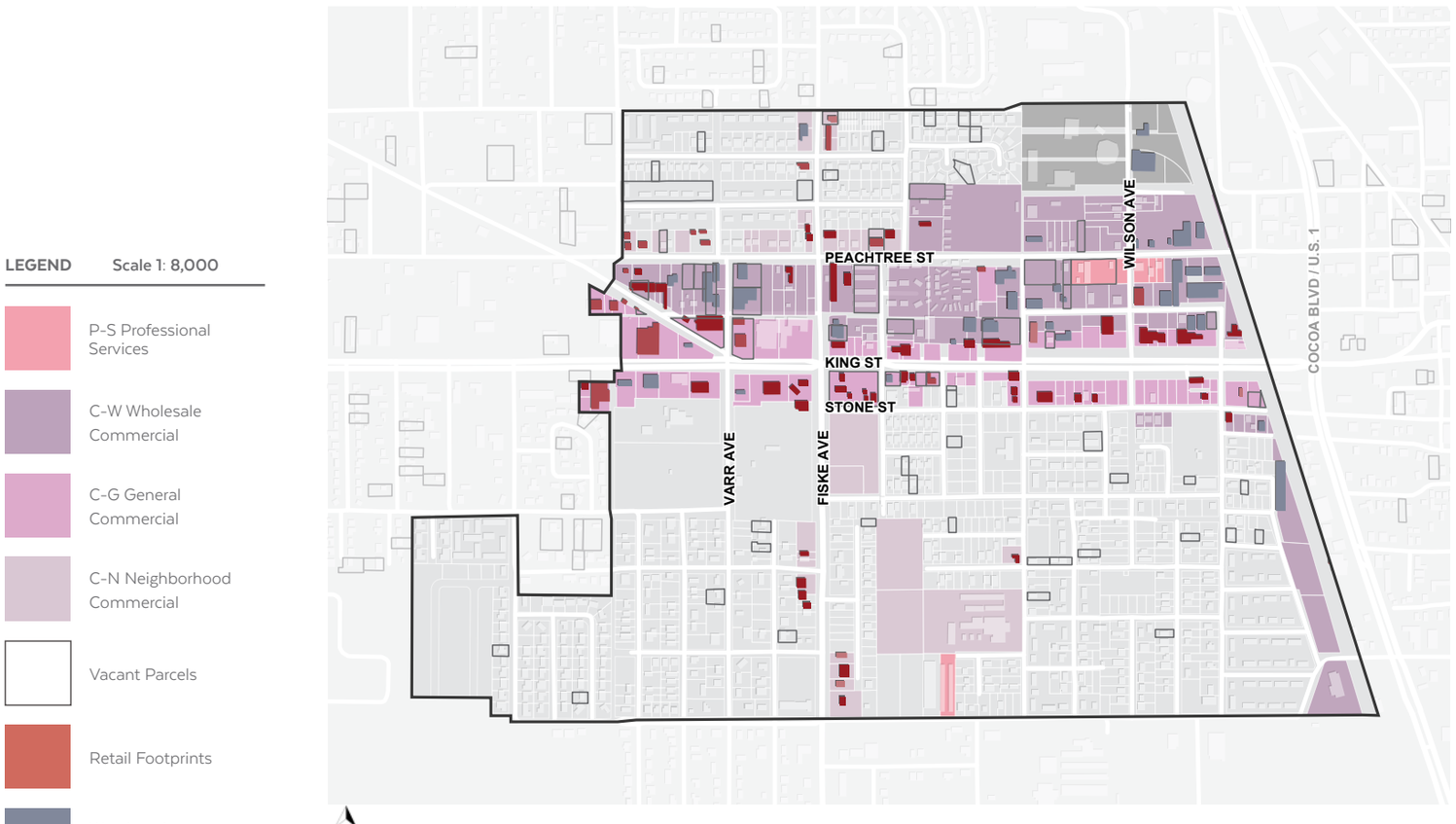
Accompanying this would include a range of commercial spaces and sizes, particularly along King Street (SR 520) which could support a variety of business types, including smaller spaces for local entrepreneurs to better serve the community. Expanding retail, service, and professional businesses could 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

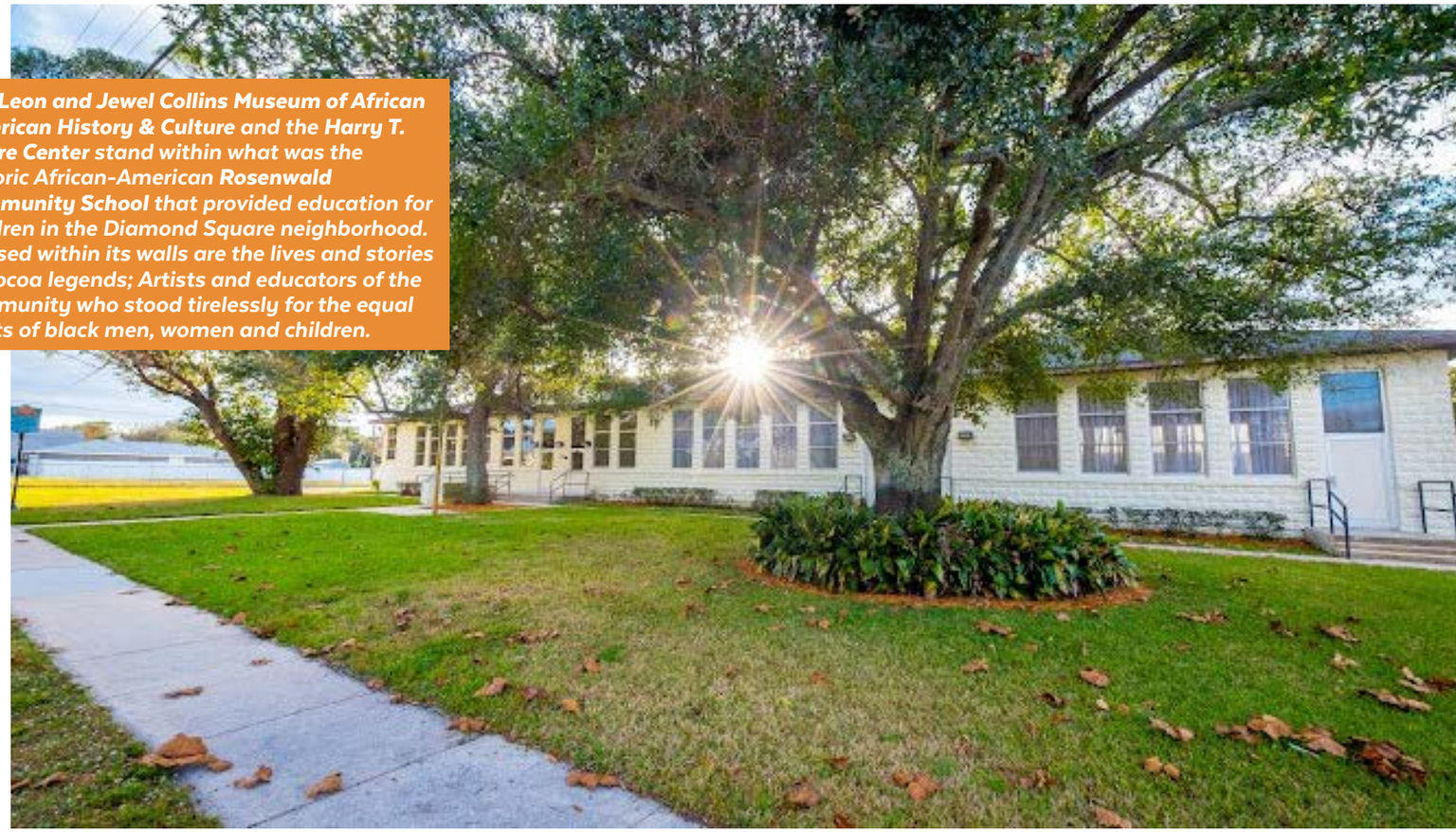

LEGEND
Scale 1: 8,000
P-S Professional Services
C-W Wholesale Commercial
C-G General Commercial
C-N Neighborhood Commercial
Vacant Parcels
Retail Footprints
Warehousing Footprints
PEACHTREE ST
KING ST
STONE ST
VARR AVE
FISKE AVE
WILSON AVE
COCOA BLVD / U.S. 1

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

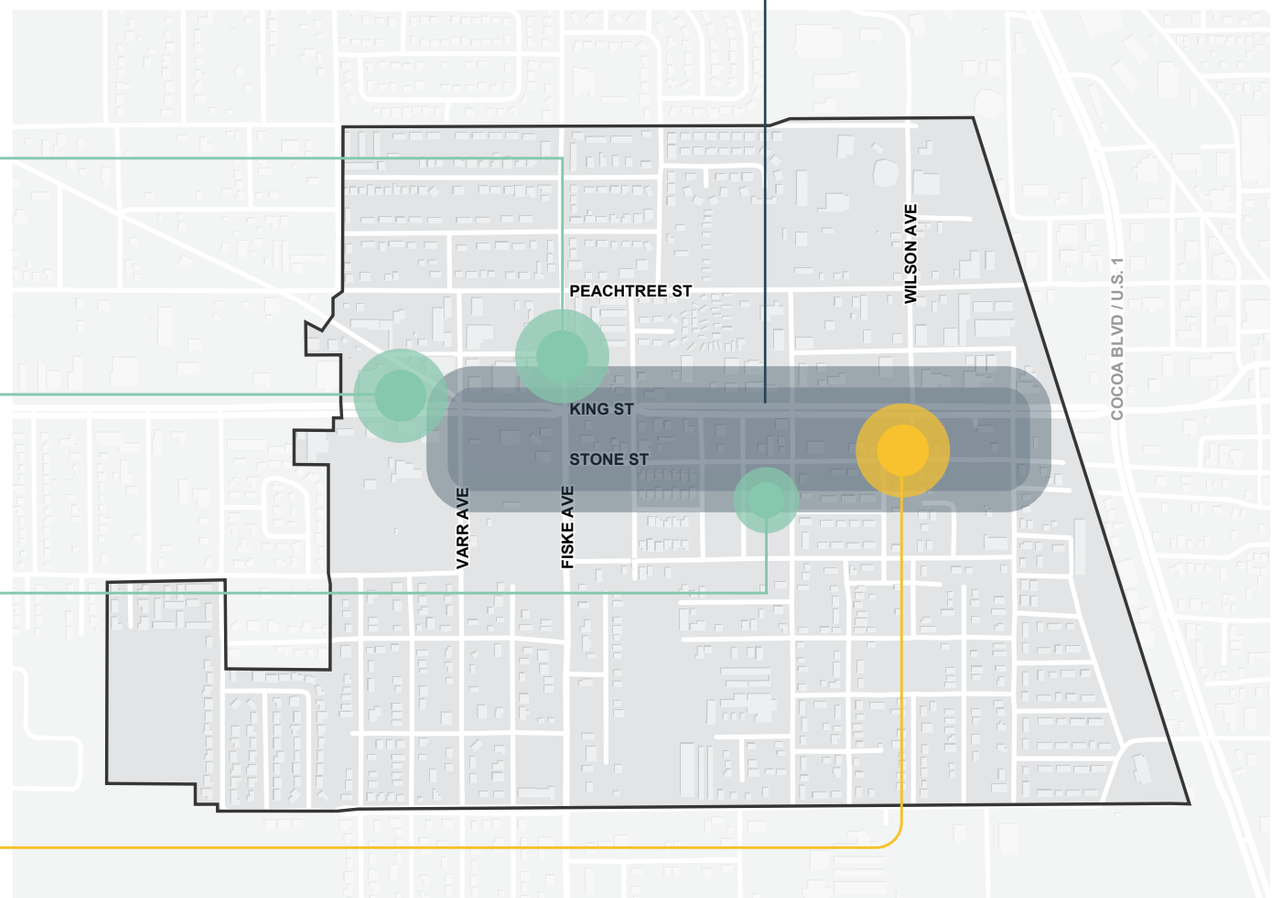
Redevelopment of older buildings

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.

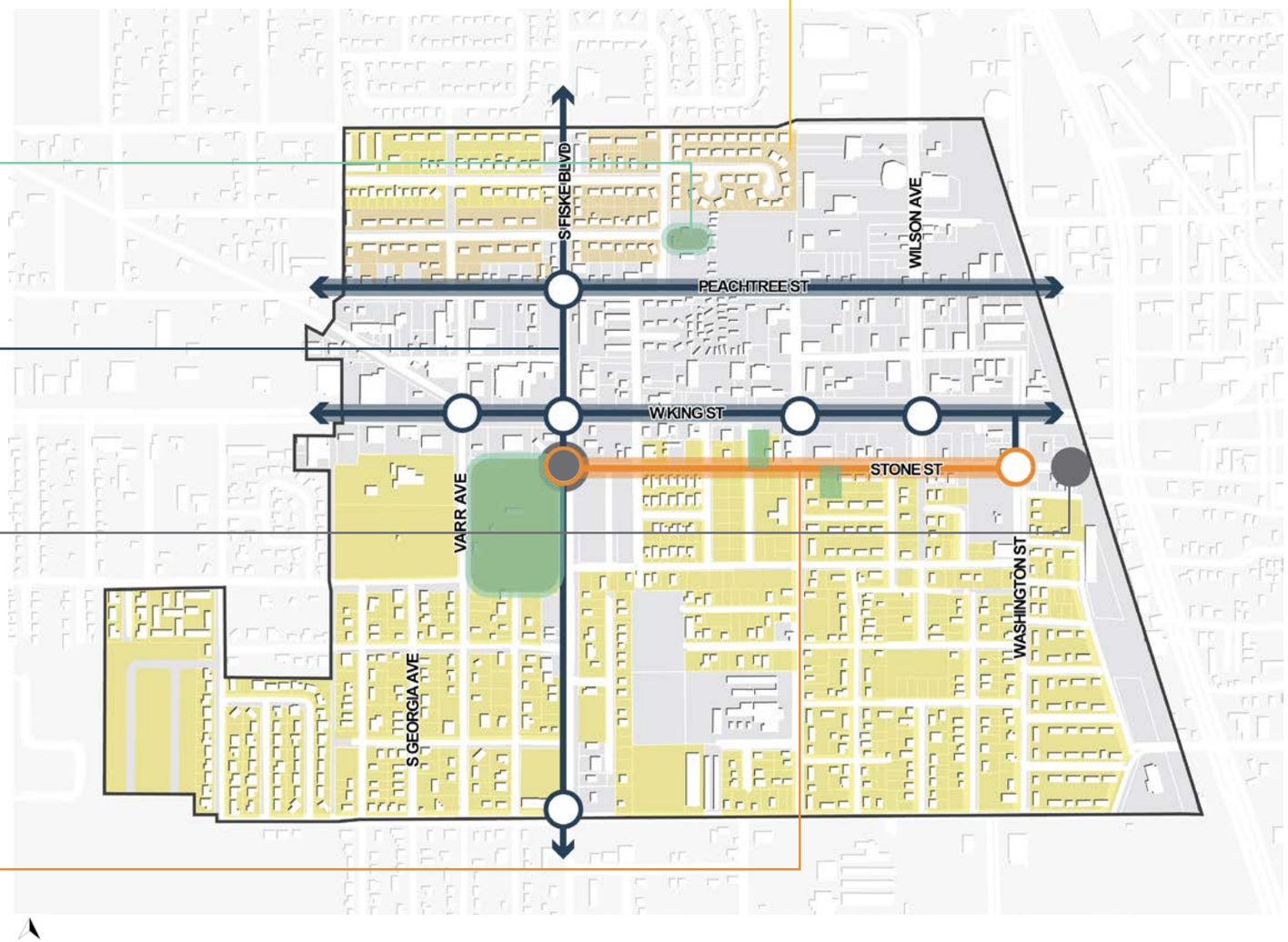
Community Places:
Enhance parks and public spaces to create safe, inclusive, vibrant gathering and recreational areas

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.

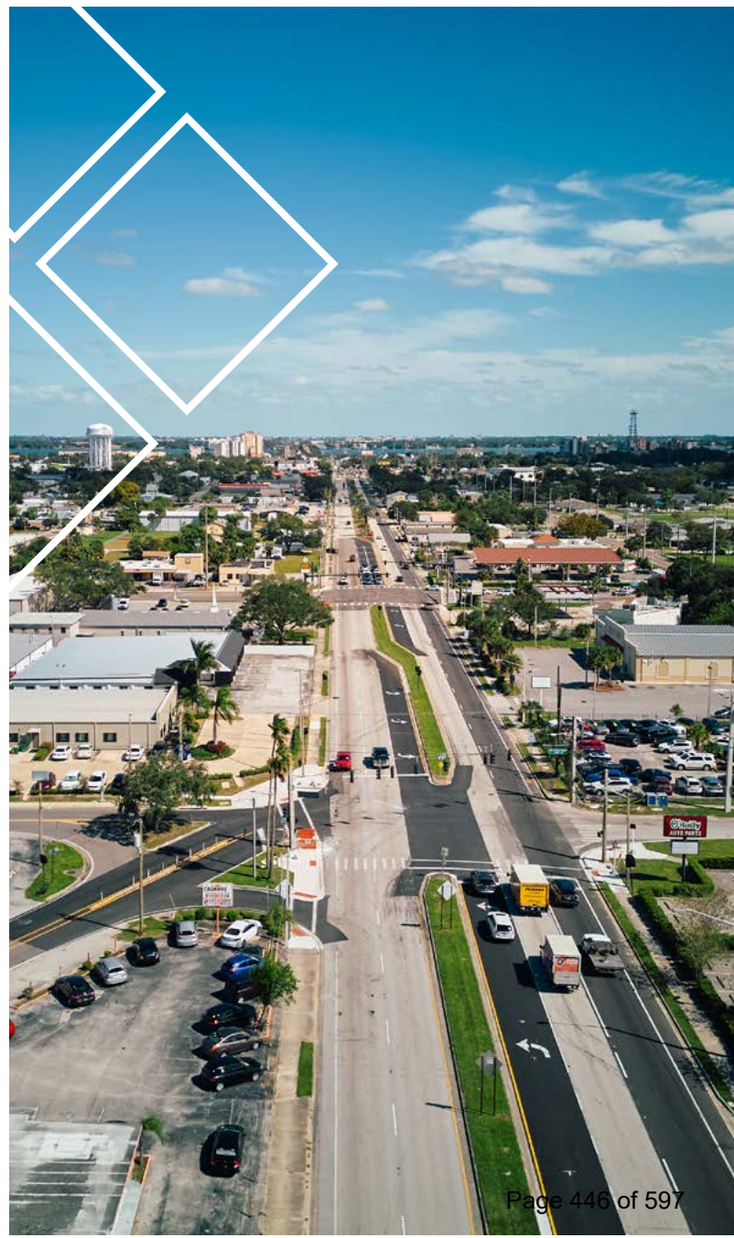
EXTERNAL

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.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 25, 2025
Agenda Date:	August 12, 2025
File ID:	2025-743
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Because the Special Exception includes eight business-specific conditions (included in this Report), staff recommends that the City Council affirm the Board of Adjustment's decision approving the expansion of the bar/lounge Special Exception at 226 King Street to include outdoor seating adjacent to Unit 120 and a portion of Unit 116, subject to those same conditions and adopt the written findings of staff included in the staff reports.

BACKGROUND:

On November 16, 2022, the Board of Adjustment granted a Special Exception to Aqua Lounge to allow a bar or lounge, with or without a package store, in Unit 120. As a condition of that approval, the Board required that any future expansion, extension, or enlargement of the use would necessitate a new Special Exception approval.

Subsequently, on May 21, 2025, the City of Cocoa Board of Adjustment approved, with conditions, the business owner's request to expand the previously approved bar/lounge use into an adjacent unit and onto the adjoining front sidewalk (Exhibits A & B). The Board of Adjustment conditions of approval were as follows:

1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception. Such permits, including building permits and appropriate liquor licenses from the State of Florida, shall be obtained within twelve (12) months of the Board's approval. Failure to meet this deadline shall render the Special Exception null and void unless an extension is granted by the Board for good cause.

2. The Special Exception use of a bar/lounge shall be restricted solely to Suites 120 and 116 of the Subject Property, with a total indoor maximum capacity of 134 seats and the 21' x 41' outdoor seating area, which has an outdoor seating maximum capacity of 20 seats. If the use is extended, enlarged, or expanded, additional special exception approval shall be required. The conceptual site plan included as Exhibit B shall be binding upon the applicant, except that minor modifications may be made during the site plan review process to conform to the City Code or life safety requirements.

3. The applicant shall conform to the City of Cocoa noise ordinances. The maximum permissible sound level in a commercial area is 65 dBA between 7:00 a.m. and 7:00

p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. **There shall be no amplified music permitted in the outdoor seating area after 10:00 p.m.**

4. The applicant shall install a barricade, screen, or temporary fencing to clearly delineate the outdoor seating area. This may include decorative planters, railings, or low fencing.

5. A minimum clear width of four (4) feet shall be maintained at all times for unobstructed pedestrian access across the frontage of the property.

6. Hours of operation shall be limited to Sunday thru Thursday from 12:00 p.m. to 12:00 a.m., and Friday and Saturday from 12:00 p.m. to 2:00 a.m.

7. Signage shall be posted at all exit points of the outdoor area. These signs must be clearly visible, legible in English, and must state that it is unlawful to remove alcoholic beverages in open or unsealed containers from the licensed premises.

8. Special events shall not be hosted in the outdoor seating area.

Following the Board of Adjustment's approval in May, City staff received a timely notice of appeal on June 5, 2025 (Exhibit C). Thereafter, Attorney Michael S. Minot notified the City that he represents certain residents of the Whitley Bay Condominiums as appellants, and an amended Notice of Appeal was filed on July 3, 2025 (Exhibit D). Whitley Bay Condominiums is located within 500 feet of the Aqua Lounge. Multiple residents of Whitley Bay filed an appeal challenging the decision to grant the outdoor expansion as listed below.

The following individuals are considered appellants of the Board of Adjustment's decision:

William Ferro
Michelle Spangler
Mindy Thompson
Paul Thompson
KG McClure
Diane Blankfield
Alex Blankfield
Mike Mervis
Candace Rogers
Michael S. Minot

Other appellants/petitioners may be listed on the Notice of Appeal or Amended Notice of Appeal, but they are not proper appellants either because their appeals were untimely received or because the City never received signatures for those individuals on

the Notice of Appeal. Notice of the public hearing was provided through publication in the newspaper on July 27, 2025, posting a sign at the property, and sending mailers to property owners within 500 feet.

Appeals of BOA decisions may be made to the City Council by any party alleged to be aggrieved by a final decision of the BOA, provided they file a timely notice of appeal and pay the applicable filing fee. Florida law defines an "aggrieved" party as one who can demonstrate that they may suffer special damages distinct from those of the general public. The appellants timely filed the appeal and paid the required fee. Pursuant to Appendix A, Zoning, Article XVIII, Appeals from the BOA, Sec. 1(a)(3), the appeal hearing shall be conducted “de novo” or “anew” regarding the review criteria required to be applied by the Board of Adjustment and the issues presented in the notice of appeal. The City Council shall hear and consider the evidence and testimony of any interested party and shall either affirm or reverse, wholly or in part, or may modify the appeal decision and may make such decision as should be made, and to that end shall have all the powers of the Board of Adjustment from which the appeal was taken.

Article XVIII, Section 1 of the Zoning Ordinance requires an appellant of a Board of Adjustment decision to identify in their notice of appeal the substantive legal and factual basis of the appeal. The Notice of Appeal in this case identified only the expansion of the outdoor seating area outside of Unit 120 and a portion of Unit 116 with amplified outdoor music permitted under certain conditions as the basis for the appeal. Accordingly, the City Manager notified the appellants through their attorney representative on June 25, 2025, that the appeal would be considered narrow in scope and only with regard to the approval of the outdoor seating component of the Special Exception, not the indoor expansion into Unit 116 (Exhibit E). The approval of the special exception for the indoor expansion into Unit 116 is a final decision of the Board of Adjustment. **The basis of the appeal focused on noise concerns raised by local residents and the belief that the business’s outdoor activities would exacerbate community disturbances.**

The City Council, like the BOA, must review this special exception by analyzing the criteria listed below. Written findings were provided by staff in the staff report dated May 7, 2025, to the Board of Adjustment (Exhibit A). Staff continues to recommend that the special exception application be approved with the conditions imposed by the Board of Adjustment for the reasons described in that staff report. Staff’s findings explain that, as conditioned, the portion of the special exception application that is appealed satisfies the following criteria as established in Article XVII, Section 2 of the Zoning Ordinance:

(A) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

(B) Off-street parking and loading areas where required, with particular attention to the items in (A) above, and economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district.

(C) Refuse and service areas, with particular reference to the items in (A) and (B) above.

(D) Utilities, with reference to locations, availability, and compatibility.

(E) Screening and buffering with reference to type, dimensions, and character.

(F) Signs, if any, and proposed exterior lighting with references to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.

(G) Required yards and other open space.

(H) Height.

(I) Landscaping.

(J) Renewal and/or termination dates.

(K)That the use will be reasonably compatible with surrounding uses in its function, its hours of operation, the type and amount of traffic to be generated, building size and setbacks, its relationship to land values, and other factors that may be used to measure compatibility.

SPECIAL EXCEPTION DETAILS

The subject property is located at 226 King Street, situated on the north side of King Street, east of Florida Avenue, west of Brevard Avenue, and south of Willard Street. The property, owned by Lamberly Enterprises LLC, encompasses approximately 0.52 acres and contains a total of 13 commercial units. According to records maintained by the City, Unit 120 has been operating as a hookah tobacco lounge and bar establishment under Cadance and Company Designs LLC, doing business as Aqua Lounge, since 2023.

Application No.:	PZ-25-02500001
Applicant:	Samone Jackson30 Lime Ave Cocoa, FL 32955
Company:	Cadance and Company Designs LLC DBA Aqua Lounge
Future Land Use:	Mixed Use
Zoning District:	CBD-CVO
Existing Land Use:	Commercial
Council District:	District 1 – Councilmember Goins

SUPPLEMENTAL STAFF ANALYSIS & FINDINGS

- **Noise**: The appellants maintain in their Notice of Appeal that the use of loud, amplified, outdoor music in this location is incompatible and inconsistent with the large number of residential dwellings within the vicinity of the subject property. Further, the appellants state that the CBD zoning district, where the subject property is located, encourages high-quality, high-density, multi-family development, suggesting that amplified music is inconsistent with the intent of the zoning district.

First, it must be noted that the appellants have not addressed or even acknowledged in their Notice of Appeal that the Board of Adjustment approved the outdoor expansion of the Aqua Lounge subject to certain conditions, including that there shall be no amplified music permitted in the outdoor seating area after 10:00 p.m. The appellants complain in the Notice of Appeal that "residents living in the residential units mentioned above have been awoken between the hours of 11:30 pm and 2:00 am by the loud, amplified music emitted from large portable speakers placed outside of the Aqua Lounge." These incidents would be prohibited and prevented from occurring if the 10:00 p.m. cutoff for amplified music is observed as required by the Board of Adjustment. Staff has also attached a log of calls for service made to the police department within the last year regarding the Aqua Lounge/226 King Street (Exhibit F). A significant majority of these complaints were made after 10:00 p.m., which would be mitigated with the imposition of the 10:00 p.m. cutoff for amplified music.

Second, the CBD District is intended to encourage mixed-use development, not just residential development. Article XI, Section 13 of the Zoning Ordinance (CBD) includes the following statements: "The purpose of this district is to allow for the development of fully integrated, mixed-use pedestrian-oriented neighborhoods." Further, "The provisions of this district are intended to apply to the central commercial, professional, financial, governmental, and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan. The area is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Drive and Derby Street on the south, and the Indian River on the east. Uses are based on the comprehensive plan and the redevelopment plan and are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development, and multiple-family residential development."

To assist in balancing potential impacts of intense commercial development in a mixed-use zone, the City Code already imposes certain restrictions on outdoor, amplified music as reproduced below for convenience. The City Code provides specifically that it is a violation to play musical instruments, sound amplifiers, or

similar devices that produce, reproduce, or amplify sound between the hours of 10:00 p.m. and 7:00 a.m. the following day in such a manner as to create a noise disturbance across a real property. The assertion made by appellants that amplified music is incompatible with residential dwellings in a mixed-use zone at all times and at all hours of the day is not supported by the enumerated City Code regulations relating to noise.

The 10:00 p.m. cutoff for amplified, outdoor music recommended by staff and adopted by the Board of Adjustment as a condition begins at the same hour established in Section 13.5-23. However, it is actually more restrictive than the City Code because it is an absolute cutoff for outdoor, amplified music at the 10:00 p.m. hour and does not require a demonstration of a "noise disturbance" across a real property line. Comparable bar/lounge businesses face no such required 10 p.m. cutoff; they need only comply with the Noise Ordinance as reproduced below. However, staff recognize that properties near the Whitley Bay Condominiums with outdoor seating areas that host outdoor music performances, such as Tin Whiskey, operate as restaurants and close at 10:00 p.m. Therefore, staff believes the recommended condition is reasonable, generally consistent with City Code requirements, adequately protects nearby residents, and permits similar music and performances that occur at nearby businesses. Again, the recommended condition also addresses the majority of calls for service made to the police department. It should be noted that Whitley Bay Condominiums are approximately 460 feet away from the subject property.

The following are existing noise regulations in the City of Cocoa's Code of Ordinances:

Section 13.5-23 – Enumeration

The following acts, and the causing thereof, are declared to be noise disturbances in violation of this article:

(1) Electronic device; musical instruments. Operating, playing, or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device which produces, reproduces, or amplifies sound:

a. **Between the hours of 10:00 p.m. and 7:00 a.m. the following day in such a manner as to create a noise disturbance across a real property, except for activities open to the public and for which a special event variance has been issued by the city according to the criteria set forth in section 2-402(s);**

b.In such a manner as to create a noise disturbance at twenty-five (25) feet from such device, when operated in or on a motor vehicle on a public right-of-way or public space, or in a boat on public waters;

c.In such a manner as to create a noise disturbance to any person other than the

operator of the device, when operated by any passenger on a common carrier.

(2) Loud speakers. Using or operating any loudspeaker, public address system, or similar device:

a.**Between the hours of 10:00 p.m. and 7:00 a.m. the following day, such that the sound therefrom creates a noise disturbance across a real property boundary;**

b.Between the hours of 10:00 p.m. and 7:00 a.m. the following day on a public right-of-way or public space.

(6) Places of public entertainment. **Operating, playing, or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device which produces, reproduces, or amplifies sound in any place of public entertainment at a sound level greater than the maximum permissible limit measure at the property line for commercially zoned areas, except as authorized by section 2-402(s).**

Sec. 13.5-26. Maximum permissible sound levels by receiving land use.

No person shall operate or cause to be operated on private property any source of sound in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use category in Table 1 when measured at or within the property boundary of the receiving land use. These maximum permissible sound levels are ten-minute L eq, dBA, and dBC values measured in accordance with the guidance provided in this article.

Table 1

Land Use Category	Time	Maximum Permissible Sound Level L eq 10 min dBA	Maximum Permissible Sound Level L eq 10 min dBC
A (Residential area)	7:00 a.m.—7:00 p.m.	60	70
	7:00 p.m.—7:00 a.m.	55	65
B (Commercial area)	7:00 a.m.—7:00 p.m.	65	75
	7:00 p.m.—7:00 a.m.	60	70
C (Industrial area)	At all times	65	75

- **Seating & Circulation:** Although the sidewalk is privately owned, the business has agreed to maintain a 4-foot clear pedestrian path.
- **Parking:** Because the building was built before August 10, 2004, no additional off-street parking is required for a business/building expansion.
- **Alcohol Control:** As a condition of approval for the Special Exception, the business owner must post signage at the entrance/exit advising patrons of open-container laws per Chapter 4 of the City Code of Ordinances.

- **Events:** Special events, as defined in City Code Section 2-401, shall not be hosted in the outdoor seating area.
- **Police calls:** These calls have primarily been for disturbances and/or issues occurring between 10 p.m. and 2 a.m. Staff believe that none or very few of the activities can be unequivocally attributed to Aqua Lounge, as other nightlife activities are also occurring in the area.
- **Future Land Use and Zoning**: The following chart provides an overview of the future land use and zoning classifications for the Aqua Lounge and surrounding properties.

	Future Land Use Designation	Zoning District	Land Use
Aqua Lounge	Mixed Use	CBD-CVO	Commercial
North	Mixed Use	CBD	Commercial
South	Mixed Use	CBD-CVO	Commercial
East	Mixed Use	CBD	Commercial
West	Mixed Use	CBD	Commercial

The table above demonstrates that the subject property (226 King St) including Aqua Lounge is surrounded by commercial uses and has a future land use designation of Mixed Use. It is important to recognize that the concerns raised by petitioners are not isolated to this property. Rather, they reflect broader tensions experienced in Cocoa Village, where residential and commercial uses are encouraged to be in close proximity to each other or even in the same building. The City's land use regulations and comprehensive plan intend and encourage that there will often be very little physical separation between residential and commercial uses in this area to serve the larger goal of creating a compact, walkable, pedestrian-friendly environment to reduce vehicle travel. Thus, the City attempts to mitigate conflicts that may occur, such as noise emanating from commercial establishments, through imposition of conditions and enforcement of the noise ordinances. As part of the City's continuing responsibility to balance economic vitality in Cocoa Village with the quality of life for residents, an amendment to the noise ordinance has been proposed and is scheduled for a second public hearing before the City Council on August 23rd 2025 to empower the City's Code Enforcement Board to hear violations of the City's noise ordinance to ensure efficient handling of these cases in the future.

RECOMMENDED MOTION:

Because the Special Exception includes eight business-specific conditions (listed below), Staff recommends that the City Council affirm the Board of Adjustment's

decision approving the expansion of the bar/lounge Special Exception at 226 King Street to include outdoor seating adjacent to Unit 120 and a portion of Unit 116, subject to those same conditions **and adopt the written findings of staff included in the staff reports.**

1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception. Such permits, including building permits and appropriate liquor licenses from the State of Florida, shall be obtained within twelve (12) months of the Board's approval. Failure to meet this deadline shall render the Special Exception null and void unless an extension is granted by the Board for good cause.

2. The Special Exception use of an outdoor bar/lounge shall be restricted to the 21' x 41' outdoor seating area, which has an outdoor seating maximum capacity of 20 seats, as depicted on the conceptual site plan in Exhibit B. If the use is extended, enlarged, or expanded, additional special exception approval shall be required. The conceptual site plan included as Exhibit B shall be binding upon the applicant, except that minor modifications may be made during the site plan review process to conform to the City Code or life safety requirements.

3. The applicant shall conform to the City of Cocoa noise ordinances. The maximum permissible sound level in a commercial area is 65 dBA between 7:00 a.m. and 7:00 p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. There shall be no amplified music permitted in the outdoor seating area after 10:00 p.m.

4. The applicant shall install a barricade, screen, or temporary fencing to clearly delineate the outdoor seating area. This may include decorative planters, railings, or low fencing.

5. A minimum clear width of four (4) feet shall be maintained at all times for unobstructed pedestrian access across the frontage of the property.

6. Hours of operation shall be limited to Sunday thru Thursday from 12:00 p.m. to 12:00 a.m., and Friday and Saturday from 12:00 p.m. to 2:00 a.m.

7. Signage shall be posted at all exit points of the outdoor area. These signs must be clearly visible, legible in English, and must state that it is unlawful to remove alcoholic beverages in open or unsealed containers from the licensed premises.

8. Special events, as defined in City Code Section 2-401, shall not be hosted in the outdoor seating area.

All previously approved special exception conditions associated with the indoor expansion to Unit 116 shall remain in effect as initially approved.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
On November 16, 2022, the Board of Adjustment granted a Special Exception to allow the use of a bar or lounge with or without a package store.

On May 21, 2025, the City of Cocoa Board of Adjustment approved, with conditions, the business owner's request to expand the previously approved bar/lounge use into an adjacent unit and onto the adjoining front sidewalk.

RECOMMENDED MOTION:
Because the Special Exception includes eight business-specific conditions (included in this Report), staff recommends that the City Council affirm the Board of Adjustment's decision approving the expansion of the bar/lounge Special Exception at 226 King Street to include outdoor seating adjacent to Unit 120 and a portion of Unit 116, subject to those same conditions and adopt the written findings of staff included in the staff reports.

COCOA
FLORIDA

N

226 King St Location

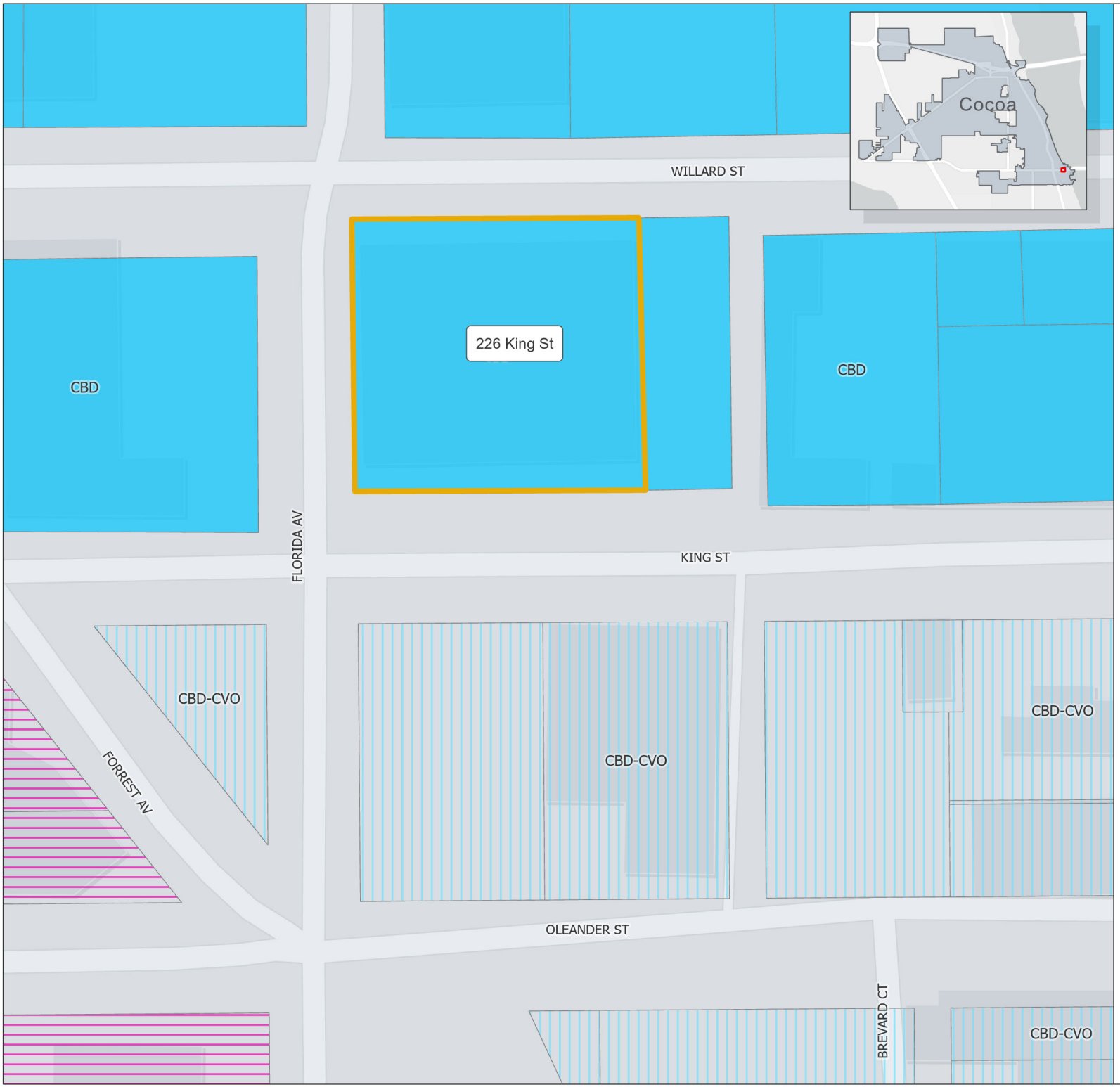
May 09, 2025

Subject Parcels

Parcels

Cocoa City Boundary

0 50 100 Feet



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COCOA
FLORIDA

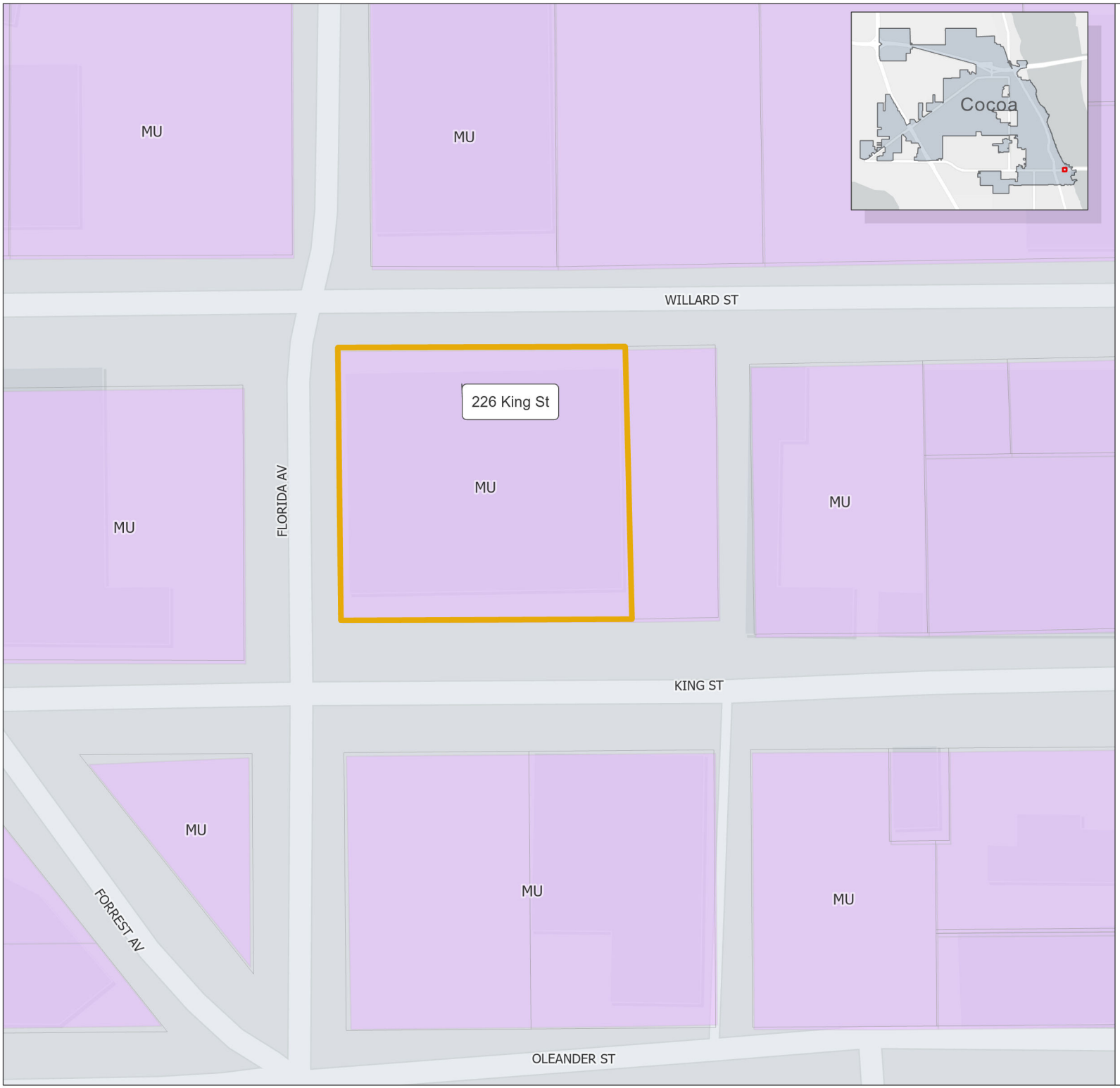
226 King St Zoning

May 09, 2025

Cocoa Zoning

- CBD - Central Business
- CBD-CVO - Central Business Cocoa Village Overlay
- C-C - Core Commercial
- Subject Parcels
- Parcels
- Cocoa City Boundary

0 50 100 Feet



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COCOA
FLORIDA

226 King St
Future Land Use

May 09, 2025

Future Land Use

- Mixed Use
- Subject Parcels
- Parcels
- Cocoa City Boundary

0 50 100 Feet

Board of Adjustment
Special Exception Application

City Manager's Office
Planning and Zoning
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
E-mail: cocoaplanning@cocoafl.gov
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Board of Adjustment hearing. A pre-application meeting with Staff is **recommended**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** extension for use space #120 and #116 (side by side units) front (outdoor) space
2. **Applicable City Code Section(s):** _____

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

Company (if applicable): "DBA" Aqua Lounge
Name: SAmone JACKSON
Mailing Address: 2361 willet Place #3219
City: Melbourne State: FL Zip Code: 32940
Phone #: 321-480-8190 Fax #:
Mobile #: 321-480-8190 E-mail: cadenceandcompany@gmail.com

4. **Property Owner Information:** ** Check here if same as Applicant* → ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): Lamberly Enterprises, LLC
Name: Kimberly McCann
Mailing Address: 137 N Courtenay Pkwy Unit 830.
City: Merritt Island State: FL Zip Code: 32892
Phone #: 407-416-9960 Fax #:
Mobile #: 407-416-9960 E-mail: lamberly.enterprises@gmail.com

5. **Property Information:**

Street Address and Location: 226 King Street, Cocoa, Florida

Parcel ID: 24-36-33-35-000000.0-0002.01

Tax Account Numbers: 2425941

Land Area: _____ square feet or .52 acres

Future Land Use *(to be completed by City)*: _____

Zoning District *(to be completed by City)*: _____

Existing Use(s) on Property: Mixed use containing-Business, Retail, Assembly, Residential

Proposed Use(s) on Property: Business/Assembly

6. **Special Exception Petition:**

Before any Special Exception may be issued, the Board of Adjustment must make a positive finding for each of the criteria listed below. Applicants must provide the following information for the Board's review and consideration:

a. *Demonstrate that there is ingress and egress to the property and proposed structures thereon providing automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.*

The existing building provides and Maintains a fully sprinkled, monitored system. There are ~~one~~ paths of egress that are existing and will be maintained. NO changes to the existing parking or pedestrian paths will be altered outside of property lines.

b. *Explain where the required off-street parking and loading areas are, with particular attention to the items in (a) above, and economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the districts.*

This business will respect all ordiances. on street parking and off street parking are existing and will not be altered or by this request. Loading will be off peak hours in the front of the store. There will not be an odor effects as part of this request.

c. *Explain the impact of refuse and service areas are, with particular reference to the items in (a) and (b) above.*

The landlord maintains the dumpster for this property and will continue with our use. The dumpster has been sized for this space to be used as an assembly space. The service required for our use is very low and can be done in the front of the building.

d. *Demonstrate that there are sufficient utilities, with reference to location, availability, and compatibility.*

Currently there is existing water, sewer and power for the space that was sized for a previous occupant of similar size and scope of our use.

e. *Demonstrate that there is adequate screening and buffering with reference to type, dimensions, and character.*

The occupant will only occupy the interior space and immediate front space (exterior) just outside of business doors. NO change to the building exterior is needed.

f. Explain the impact of signs, if any, and proposed exterior lighting with references to glare, traffic safety, economic effect, and compatibility and harmony with properties in the districts.

The exterior building signs are existing. As the tenant we will continue to use the panel in the existing building sign, as well as removeable signage that is permitted in the space for use.

g. Demonstrate that there are adequate yards and other open space.

The building is an existing building. No exterior improvements are part of this request that requires a permit outside of serving guest for patio use.

h. Demonstrate how adequate height requirements have been met.

The building is an existing building. No height additions are included or requested.

i. Demonstrate how adequate landscaping requirements have been met.

The landlord maintains the landscaping for the overall building.

j. List any renewal and/or termination dates.

Lease terminations 9/2026 with option to renew

k. Explain how the use will be reasonably compatible with surrounding uses in its function, its hours of operation, the type and amount of traffic to be generated, and building size and setbacks, its relationship to land values, and other factors that may be used to measure compatibility.

This request is similar to the surrounding uses including Stumpy's Axe, time out, Rec 225 and many more. This will be an extension to its current use (#120) and will now include (#116) and continue to service cocoa village clientele. The Tenant listed above service and parking is similar to our request.

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

a. ☐ **Notarized application.**

b. ☐ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☐ **Application fee.** The fee is $____. Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal.

d. ☐ **Proof of ownership.** A copy of the most recent recorded warranty deed or record of ownership printed from the Brevard County Property Appraiser website is required.

e. ☐ **Property Owner Authorization.** If the applicant is not the property owner, then the property owner will need to provide authorization by signing below (See #10 below).

f. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☐ **Certified boundary survey and/or site plan.** Contact Planning & Zoning Division staff to determine if both a boundary survey and a site plan are required. Site plans should be drawn to scale and show the size and shape of the property, location of existing and proposed structures, streets, access points, fences, parking and landscaping areas.

h. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, or elevations.

8. **Application filing deadline.** The application filing deadline is the first day of each month at 5:00 pm for public hearings that are held in the following month. Example: Application deadline is Oct. 1st for the November BOA meeting.
9. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division prior to the established filing deadline for the public hearing before the Board of Adjustment.

Public hearing process information – please read this!

- **Public hearing date and location.** All regularly scheduled hearings are held on the third Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

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

- **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 application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan. The City recommends all applicants to consider consulting an attorney regarding their applications.

- **Format of public hearing.** The public hearing before the Board of Adjustment 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 Board of Adjustment before the public hearing date. A copy may be obtained from the City Clerk's Office.

- **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 leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

- **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.

- **Board action.** If the Board of Adjustment finds that the facts presented in the matter justify approval, it may approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board of Adjustment finds that the facts presented do not justify approval, it must deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held.

- **Appeals.** Appeals of a decision by the Board of Adjustment may be made to the City Council by filing an application with the Community Services Department within fifteen (15) days of the Board's decision. Any party aggrieved by the final decision of the City Council shall have the right to file an appropriate action in a court of competent jurisdiction.

10. Property Owner Authorization. * *Check here if same as Applicant* → ☐

I am the fee simple owner (or legal representative) of the property at: 226 King St., Cocoa, FL 32922 and I hereby authorize the applicant to submit this Board of Adjustment Application regarding my property described above.

Lamberly Enterprises LLC
Kevin McCann
(PRINT OWNER NAME)

(OWNER SIGNATURE)

☒ Personally Known OR ☐ Produced Identification

Type of I.D. Produced _____

Notary Public State of Florida
Colleen Marie McCann
My Commission HH 508702
Expires 3/27/2028

(NOTARY PUBLIC SIGNATURE)

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

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 5th day of May, 20 25

11. Applicant Signature.

Samone Jackson
(PRINT APPLICANT NAME)

Samone Jackson
(APPLICANT SIGNATURE)

☒ Personally Known OR ☐ Produced Identification

Type of I.D. Produced _____

Danita L Davis
(NOTARY PUBLIC SIGNATURE)

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

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 5th day of May, 20 25

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

Notary Public State of Florida
Danita L Davis
My Commission HH 109990
Expires 05/10/2025

(B)

Dana Blickley, CFA, Brevard County Property Appraiser
Titusville • Viera • Melbourne • Palm Bay

(321) 264-6700
www.BCPAO.us
Disclaimer

REAL PROPERTY DETAILS
Account 2425941 - Roll Year 2024

Owners	LAMBERLY ENTERPRISES LLC
Mailing Address	137 S COURTENAY PKWY, PMB 830 MERRITT ISLAND FL 32952
Site Address	226 KING ST COCOA FL 32922 226 KING ST UNIT 100 COCOA FL 32922 226 KING ST UNIT 110 COCOA FL 32922 226 KING ST UNIT 116 COCOA FL 32922 226 KING ST UNIT 120 COCOA FL 32922 226 KING ST UNIT 130 COCOA FL 32922 226 KING ST UNIT 140 COCOA FL 32922 226 KING ST UNIT 150 COCOA FL 32922 226 KING ST UNIT 160 COCOA FL 32922 226 KING ST UNIT 170 COCOA FL 32922 226 KING ST UNIT 180 COCOA FL 32922 226 KING ST UNIT 190 COCOA FL 32922 226 KING ST UNIT 80 COCOA FL 32922 226 KING ST UNIT 90 COCOA FL 32922
Parcel ID	24-36-33-35-*-2.01
Taxing District	23D0 - COCOA
Exemptions	NONE
Property Use	1110 - RETAIL STORE - MULTIPLE UNITS
Total Acres	0.52
Site Code	0310 - STATE ROAD 520
Plat Book/Page	0001/0028
Subdivision	HARDEES PLAT OF INDIAN RIVER CITY
Land Description	HARDEES PLAT OF INDIAN RIVER CITY E 150.5 FT OF W 152.5 FT OF LOT 2

VALUE SUMMARY

Category	2024	2023	2022
Market Value	$1,182,450	$1,403,920	$1,407,880
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$1,182,450	$1,403,920	$1,407,880
Assessed Value School	$1,182,450	$1,403,920	$1,407,880
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$1,182,450	$1,403,920	$1,407,880
Taxable Value School	$1,182,450	$1,403,920	$1,407,880

SALES / TRANSFERS

Date	Price	Type	Instrument
12/14/2021	$1,670,000	WD	9362/1350
05/22/2012	$325,000	WD	6607/2691
04/06/2011	--	QC	6367/1138
08/25/2009	--	CT	6015/0362
10/09/2002	$440,000	WD	4708/2653
11/01/1997	--	PT	3740/0717
08/01/1994	--	PT	3417/1094
08/01/1994	--	PT	3417/1091
10/28/1992	--	WD	4717/0837
04/01/1978	$125,000	--	1875/0860

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 1110 - RETAIL STORE - MULTIPLE UNITS

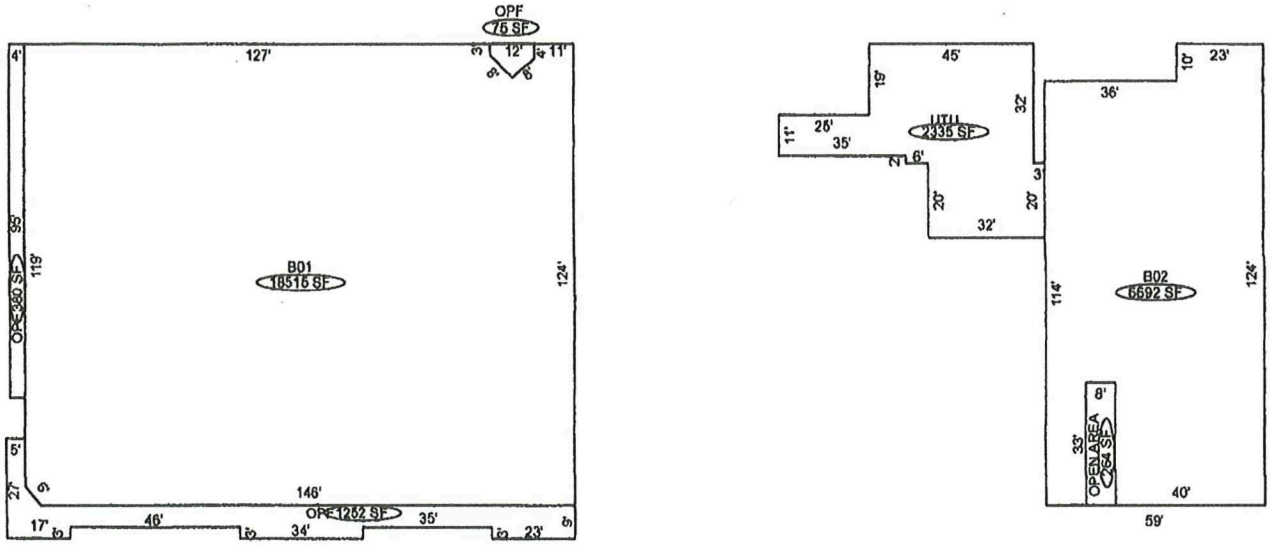
Materials		Details	
Exterior Wall:	STUCCO	Year Built	1954
Frame:	MASNRYCONC	Story Height	15
Roof:	BU-TG/MMBRN	Floors	2
Roof Structure:	WOOD TRUSS	Residential Units	
		Commercial Units	13

SKETCH/AREA TABLE ADDENDUM

SUBJECT INFO

Township: Parcel No.:
Property Address: 2425941
City: County: State: ZipCode:
Owner:
Client: Client Address:
Appraiser Name: DSR Inspection Date: 09/11/2019

SKETCH



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY

Code	Description	Factor	Net Size	Perimeter	Net Totals
B01	Base Area 1ST FL	1.0	18515.0	556.7	18515.0
B02	Base Area 2ND FL	1.0	6692.0	366.0	6692.0
OPEN A	Open Area	1.0	264.0	82.0	264.0
OPF	Open Porch Finish	1.0	1252.0	373.4	
	Open Porch Finish	1.0	75.0	35.3	
	Open Porch Finish	1.0	380.0	198.0	1707.0
UTU	Utility Room Unfin	1.0	2335.0	250.0	2335.0

COMMENT TABLE 1

COMMENT TABLE 2

COMMENT TABLE 3

© iLOOKABOUT (US) Inc. dba Apex Software

(B)

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
LAMBERLY ENTERPRISES, LLC

Filing Information

Document Number	L10000039271
FEI/EIN Number	27-2343414
Date Filed	04/12/2010
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	08/18/2017

Principal Address

137 S. Courtenay Pkwy
Suite 830
Merritt Island, FL 32952

Changed: 08/18/2017

Mailing Address

137 S. Courtenay Pkwy
Suite 830
Merritt Island, FL 32952

Changed: 08/18/2017

Registered Agent Name & Address

MCCANN, KEVIN
137 S. Courtenay Pkwy
Suite 830
Merritt Island, FL 32952

Name Changed: 08/18/2017

Address Changed: 08/18/2017

Authorized Person(s) Detail

Name & Address

Title Member Manager

MCCANN, KEVIN

(C)

(C)

Lamberly Enterprises, LLC
137 S. Courtenay Pkwy, Suite 830
Merritt Island, FL 32952

February 13, 2025

Samone Jackson and Jimmy Hudson, Tenant
Units 116 & 120
226 King St.
Cocoa, FL 32922

Re: Verification of Lease
Units 116 & 120

I am the managing member of Lamberly Enterprises, LLC, which owns the property at 226 King St., Cocoa, FL 32922. I also serve as property manager of the property and landlord of the rental spaces / tenants. Samone Jackson and Jimmy Hudson are the current tenants for both units 116 and 120. They have the landlord's approval to occupy the premises and use the rental spaces as a lounge, bar, restaurant, meeting space. It is our requirement and understanding that the tenants' current use of the premises complies with all ordinances, statutes, regulations, and laws.

Should you need any additional information, then please contact me at Lamberly.Enterprises@gmail.com or (321) 759-4400.

Very truly yours,

Kevin McCann

Kevin McCann
Lamberly Enterprises, LLC

Department of the Treasury
Internal Revenue Service
PO Box 606
Buffalo, NY 14225

In reply refer to: 0153510475
May 13, 2022 LTR 147C
86-1829223

CADENCE AND COMPANY DESIGNS LLC
SAMONE A JACKSON SOLE MBR
13643 PODOCARPUS LN
ORLANDO FL 32828-7386 436

Taxpayer Identification Number: 86-1829223

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of May 13th, 2022.

Your Employer Identification Number (EIN) is 86-1829223. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Miss Mitchell
1003657975
Customer Service Representative

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 30, 2022
Secretary of State
5826731132CC

DOCUMENT# L20000385939

Entity Name: CADENCE AND COMPANY DESIGNS LLC

Current Principal Place of Business:

13643 PODOCARPUS LANE
ORLANDO, FL 32828

Current Mailing Address:

13643 PODOCARPUS LANE
ORLANDO, FL 32828 US

FEI Number: 86-1829223

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JACKSON, SAMONE A
13643 PODOCARPUS LANE
ORLANDO, FL 32828 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	OWNER
Name	JACKSON, SAMONE
Address	13643 PODOCARPUS LANE
City-State-Zip:	ORLANDO FL 32828

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SAMONE JACKSON 03/30/2022

Electronic Signature of Signing Authorized Person(s) Detail — Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE RETAILER OF ALCOHOLIC BEVERAGES HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 565, FLORIDA STATUTES
SERIES: 4COP DUAL LICENSE

CADENCE AND COMPANY DESIGNS LLC

AQUA LOUNGE
226 KING STREET
UNIT 120
COCOA FL 32922

LICENSE NUMBER: BEV1500067

EXPIRATION DATE: MARCH 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/23/2025

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.

State of Florida
Department of State

I certify from the records of this office that CADENCE AND COMPANY DESIGNS LLC is a limited liability company organized under the laws of the State of Florida, filed on December 10, 2020.

The document number of this limited liability company is L20000385939.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 30, 2022, 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 Twenty-second day of April, 2022

Secretary of State

Tracking Number: 5072140374CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Department of State

I certify from the records of this office that AQUA LOUNGE is a Fictitious Name registered with the Department of State on June 20, 2022.

The Registration Number of this Fictitious Name is G22000074306.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty First day of June, 2022

Secretary of State

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 16, 2025
Secretary of State
4826500123CC

DOCUMENT# L20000385939

Entity Name: CADENCE AND COMPANY DESIGNS LLC

Current Principal Place of Business:

226 KING STREET
UNIT 120
COCOA , FL 32922

Current Mailing Address:

226 KING ST #120
#120
COCOA, FL 32922 US

FEI Number: 86-1829223

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JACKSON, SAMONE A
226 KING STREET
UNIT 120
COCOA , FL 32922 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AUTHORIZED MEMBER
Name	JACKSON, SAMONE
Address	226 KING STREET UNIT 120
City-State-Zip:	COCOA FL 32922

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SAMONE JACKSON MEMBER 01/16/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

(F)

City of Cocoa

LOCAL BUSINESS TAX RECEIPT

65 Stone Street

Cocoa, Florida 32922

(321) 433 - 8501

Receipt Number 25-00008681

10/24-09/25

CADENCE AND COMPANY DESIGNS, L
226 KING STREET #120
COCOA FL 32922

BASE FEE	ADDITIONAL CHARGE	LATE PENALTY	TOTAL PAID
74.00	0.00	18.50	92.50

NAICS Code: 713
Classification: Amusement, Gambling, and Recreation
Local Business Tax Receipt Number: 25-00008681
Date Issued: February 12, 2025
Expiration Date: September 30, 2025

Location Address:
226 KING ST 120
COCOA FL 32922

A penalty will be imposed on any persons failing to post this receipt conspicuously in the place of business or for not renewing by September 30th. This receipt is transferable only under conditions stated in Chapter 12, Cocoa City Code.

This Local Business Tax Receipt does not constitute an endorsement approval or disapproval of the holder's skill or competence or for the compliance or non-compliance of the holder with other laws, regulations or standards.

Please Note: If payment was made by check or credit card and returned to the City of Cocoa for "non-sufficient funds" or payment is refused by your credit card company then your Local Business Tax Receipt is not valid.

Customer Service Feedback Survey: Please take a moment to complete a brief customer service survey regarding your experience with the City of Cocoa Community Development Department.

The online Customer Service Feedback Survey can be found at:

www.cocoafl.org/communityservicescustomersurvey

For any questions concerning this Local Business Tax Receipt, please contact a Permit/License Technician at (321) 433-8501 or 8502.

2024 - 2025

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
187244

THE PERSON(S), OR ENTITY BELOW:
AQUA LOUNGE
13643 PODOCARPUS LANE
ORLANDO, FL 32828

BUSINESS PERIOD: October 01, 2024 - September 30, 2025
EXPIRES: SEPTEMBER 30, 2025

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

DBA
AQUA LOUNGE

LOCATION:
226 KING STREET UNIT 120
COCOA, FL 32922

OWNED BY:
CADENCE AND COMPANY DESIGNS LLC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
590501	HAZ WASTE GEN. SURCHARGE
230100	AMUSEMENT DEVICE OR FACILITY
480645	TOBACCO SHOP
480539	RETAIL ALCOHOLIC BEVERAGE
600	CITY RESTRICTIONS APPLY

Receipt Fee	37.00
Hazardous Waste Fee	50.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 000-24-00392150 09/30/2024 87.00

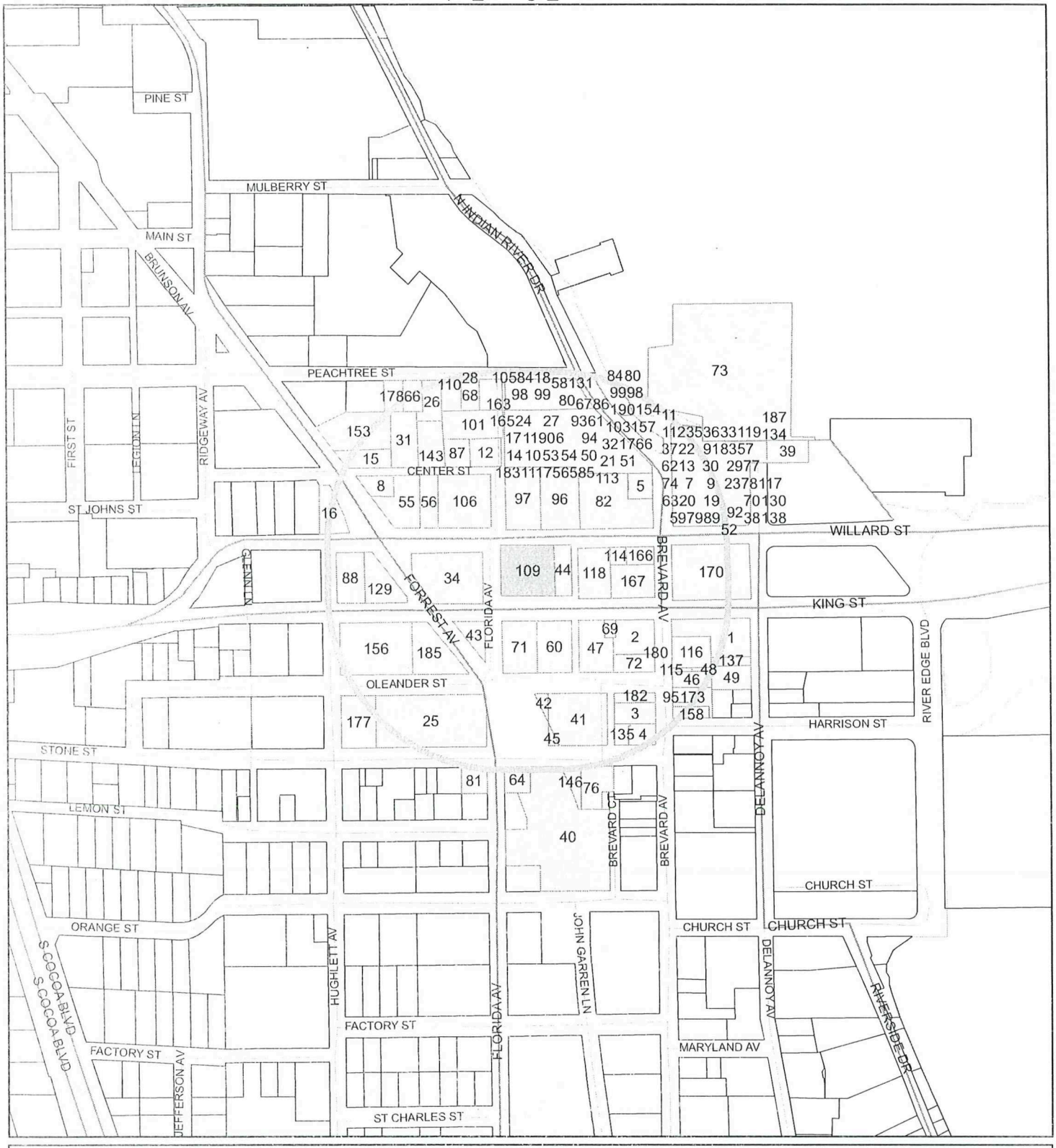
MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

RADIUS MAP

LAMBERLY ENTERPRISES LLC

Aqua_Lounge_2425941



1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 4/10/2025

Buffer

Subject Property

Notify Property

Parcels

200 BREVARD AVENUE LLC
135 MYRTICE AVE
MERRITT ISLAND FL 32953-3449

207 BME LLC
50 VALENCIA RD
ROCKLEDGE FL 32955-2918

305 BREVARD AVENUE LLC
2821 N INDIAN RIVER DR
COCOA FL 32922-7076

313 BREVARD HOLDINGS LLC
777 BRICKELL AVE, # 500-9772
MIAMI FL 33131-2809

93 BREVARD LLC
93 BREVARD AVE
COCOA FL 32922-

ABBOTT-STORM, DANIELLE T TRUSTEE
15 INDIAN RIVER DR N #602
COCOA FL 32922-

ALONSO LIVING TRUST
64 HILL TOP LN
ROCKLEDGE FL 32955-2953

ANDERSON, LILLA ANN C ESTATE
KOWALSKI, JO B C
6570 PLEASANT AVE
C/O TODD P ANDERSON PR
COCOA FL 32927-3332

ANELLO, MICHAEL T
ANELLO, GWENDOLYN A
93 DELANNOY AVE, APT 402
COCOA FL 32922-8005

APONAS FAMILY REVOCABLE TRUST
701 SOLANA SHORES DR, UNIT 206
CAPE CANAVERAL FL 32920-4266

BAGWELL, ROSE MARIE
BLANTON, WILLIAM WALTER JR
15 N INDIAN RIVER DR, APT 702
COCOA FL 32922-4730

BARBER FAMILY REVOCABLE TRUST
8255 N WICKHAM RD, STE 101
MELBOURNE FL 32940-8202

BARTINE, DAVID E
BARTINE, JUDITH S
93 DELANNOY AVE #306
COCOA FL 32922-

BAUMANN FAMILY TRUST
15 N INDIAN RIVER DR, APT 1004
COCOA FL 32922-4729

BBB BUILDERS GENERAL PARTNERSHIP
4308 W CAYUGA ST
TAMPA FL 33614-6951

BELL, LOUIS A III TRUST
300 WILSON AVE N
COCOA FL 32922-

BENDERT, JEFFREY ALLEN
BENDERT, TERRI DAWN
15 N INDIAN RIVER DR, APT 804
COCOA FL 32922-4730

BETHGE, SEAN DOUGLAS
BETHGE, LAURA HODGES
19 N INDIAN RIVER DR, APT 301
COCOA FL 32922-4725

BETZ, CORALIE S TRUSTEE
93 DELANNOY AVE UNIT 804
COCOA FL 32922-

BIRD FAMILY TRUST
93 DELANNOY AVE, #1106
COCOA FL 32922-8009

BLANKENSHIP, JOANN L
15 N INDIAN RIVER DR, APT 704
COCOA FL 32922-4730

BLANKFIELD FAMILY TRUST
93 DELANNOY AVE, APT 502
COCOA FL 32922-8005

BOWERS, HAROLD S
BOWERS, LORETTA G
93 DELANNOY AVE #606
COCOA FL 32922-

BOXER, LOIS M
15 N INDIAN RIVER DR, APT 801
COCOA FL 32922-4730

BREVARD CO ELKS INC
315 FLORIDA AVE
COCOA FL 32922-

BREVARD, JOSHUA
BREVARD, BETHANY
8305 BEAR CREEK DR
AUSTIN TX 78737-4403

BRIDGES, BRENDA
15 N INDIAN RIVER DR, APT 404
COCOA FL 32922-4728

BROWN, EDWARD C
FOSEN, GERD-HANNE
NAERSNESTANGEN 46
NAERSNES
-

BROWN, KATHY
93 DELANNOY AVE, APT 901
COCOA FL 32922-8009

BROZMAN, ROBERTA E
93 DELANNOY AVE
COCOA FL 32922-7987

BURKE, CORY EDMUND VIDAL
BURKE, JORDAN ASHLEY
3218 HIGH POINT DR
COCOA FL 32926-6650

CAROL V DAVIS TRUST
15 N INDIAN RIVER DR, APT 1001
COCOA FL 32922-4729

CHANTAL LECONTE REVOCABLE TRUST
8512 VIA SERENA
BOCA RATON FL 33433-2238

CHILDREN'S HUNGER PROJECT INC
26 FORREST AVE
COCOA FL 32922-7686

CHIRINOS, RODOLFO E
93 DELANNOY AVE, APT 904
COCOA FL 32922-8009

CHISHOLM, ALVIS DANIEL,SR
CHISHOLM, PATRICIA
93 DELANNOY AVE, APT 1002
COCOA FL 32922-8009

CHRISTINE R KUHN REVOCABLE TRUST
93 DELANNOY AVE, APT 303
COCOA FL 32922-8005

CLARK FAMILY TRUST
93 DELANNOY AVE, APT 501
COCOA FL 32922-8005

COCOA VILLAGE MARINA BOATERS ASSOCIATION INC
90 DELANNOY AVE
COCOA FL 32922-7914

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COCOA, CITY OF
65 STONE ST
COCOA FL 32922-7982

COGSWELL, MERRITT L
COGSWELL, CHERYL B TRUSTEES
15 N INDIAN RIVER DR UNIT 901
COCOA FL 32922-

COLE-BLAHA, PATRICIA
15 INDIAN RIVER DR N 302
COCOA FL 32922-

CONFIDENTIAL PURSUANT TO FLORIDA STATUTES
93 DELANNOY AVE, APT 401
COCOA FL 32922-8005

CORNELL, GEORGE WARE,JR
CORNELL, LISA ANNE
15 N INDIAN RIVER DR, APT 605
COCOA FL 32922-4728

DASSE, KURT A
DASSE, PRISCILLA S
15 N INDIAN RIVER DR, # 601
COCOA FL 32922-4728

DAWMC LLC
PO BOX 726
COCOA FL 32923-0726

DENNIS & KAREY LAW TRUST
1950 E FOREST CREEK LN
SALT LAKE CITY UT 84121-5049

DESANTIS, WILLIAM A
DESANTIS, SUSAN M
19 N INDIAN RIVER DR, APT 601
COCOA FL 32922-4725

DIAZ 2016 REVOCABLE TRUST
93 DELANNOY AVE, # 302
COCOA FL 32922-8005

DMCP PROPERTIES INC
1765 ROCHELLE PKWY
MERRITT ISLAND FL 32952-5661

DONALD A MACLEAN REVOCABLE TRUST
15 N INDIAN RIVER DR, APT 1005
COCOA FL 32922-4729

DONNA R MELIGI TRUST
93 DELANNOY AVE, PH 2
COCOA FL 32922-7987

EASTERLING, MARTHA SUE
EASTERLING, MALCOLM SCOTT
93 DELANNOY AVE, # 1102
COCOA FL 32922-8009

EDWARD LANG HOUSTON TRUST
93 DELANNOY AVE, APT 1203
COCOA FL 32922-8013

ELENEWSKI, CAROL
JOUSTRA, JUDITH
15 N INDIAN RIVER DR, APT 805
COCOA FL 32922-4730

ELLIOTT, LINDA G
129 PEACHTREE ST
COCOA FL 32922-7756

EMERY & JEANNE LAMAR REVOCABLE TRUST
15 N INDIAN RIVER DR, APT 903
COCOA FL 32922-4730

ESSLINGER, JULIE M
2393 THE ORCHARD ROAD
CLARKESVILLE GA 30523-

FELDER, LOIS TRUSTEE
1025 HIGHWAY A1A, UNIT 203
SATELLITE BEACH FL 32937-2495

FERRO, WILLIAM A
SPANGLER, MICHELLE L
93 DELANNOY AVE, APT 601
COCOA FL 32922-8005

FLORIDA AVE PROPERTY INC
1765 ROCHELLE PKWY
MERRITT ISLAND FL 32952-5661

FLORIDA HISTORICAL SOCIETY
435 BREVARD AVE
COCOA FL 32922-7901

FLORIDA, STATE OF (IITF)
3900 COMMONWEALTH BLVD, STOP 108
C/O DEP, DIVISION OF STATE LANDS
TALLAHASSEE FL 32399-6575

FRIEDLANDER, DANIEL J
3236 PENINSULA CIR
MELBOURNE FL 32940-1104

GLASBY, FREDERICK L
15 N INDIAN RIVER DR, APT 1003
COCOA FL 32922-4729

GLOVER, MARLA G TRUSTEE
7203 VISTA HERMOSA DR
MELBOURNE FL 32940-7640

GOODWIN, PAUL
GOODWIN, CAROLYN
93 DELANNOY AVE #701
COCOA FL 32922-

GUMINA, BASIL J
93 DELANNOY AVE, APT 403
COCOA FL 32922-8005

HALL, MICHAEL DANE
LUSK, KATHRYN JAYNE
93 DELANNOY AVE, APT 505
COCOA FL 32922-8005

HEDRICK, BRYAN
19 N INDIAN RIVER DR, APT 501
COCOA FL 32922-4725

HEHIR, GREGORY R
HEHIR, CAROLYN S
98 PECK CT
MERRITT ISLAND FL 32952-

HOME NATION.COM LLC
3737 N HIGHWAY 1
COCOA FL 32926-8714

HOUSTON FAMILY TRUST
93 DELANNOY AVE, APT 1203
COCOA FL 32922-8013

HRKACH, KAREN C
HRKACH, ROBERT M
19 N INDIAN RIVER DR, APT 402
COCOA FL 32922-4725

HUGHES, TREVOR
HUGHES, VERNA
15 N INDIAN RIVER DR, APT 304
COCOA FL 32922-4728

HYDEN, ELIZABETH
108 W BAY DR
COCOA BEACH FL 32931-2404

JAGEL, MICAH
106 CENTER ST
COCOA FL 32922-7714

JAMES E MILBURN REVOCABLE TRUST
SARA C MILBURN REVOCABLE TRUST
93 DELANNOY AVE, APT 304
COCOA FL 32922-8005

JAMES, VICKI M
39 ANGEAN DR
WEBSTER NY 14580-8702

JEAN R STEWART TRUST
93 DELANNOY AVE, APT 406
COCOA FL 32922-8005

JENSEN, G THOMAS
PHILPOT-JENSEN, CAROL L
93 DELANNOY AVE, APT 504
COCOA FL 32922-8005

JOHNSTONE, GEORGE H
JOHNSTONE, SHEILA M
15 N INDIAN RIVER DR #403
COCOA FL 32922-

JOY FAMILY TRUST
15 N INDIAN RIVER DR, APT 405
COCOA FL 32922-4728

JOYCE ANDRADE REVOCABLE TRUST
2408 WILLOWBROOK RD
MERRITT ISLAND FL 32952-4143

JOYFUL WORSHIP CENTER MINISTRIES INC
RUTHERFORD, JOY
234 WILLARD ST, STE A
COCOA FL 32922-7984

KAM WONG FONG TRUST
PO BOX 125
COCOA FL 32923-0125

KASICKI, WILLIAM
3412 S CHERRY VALLEY RD
WOODSTOCK IL 60098-8173

KEHRER, CRAIG
117 PEACHTREE ST
COCOA FL 32922-

KEPPEN, STEVEN P TRUSTEE
11420 S TROPICAL TRAIL
MERRITT ISLAND FL 32952-

KICKLIGHTER, SAMUEL ELLIOTT
KICKLIGHTER, ELAINE CENTER
15 N INDIAN RIVER DR, APT 305
COCOA FL 32922-4728

KIM, TAIWHAN DAVID
PARK, CHANHI
15 N INDIAN RIVER DR, #504
COCOA FL 32922-7796

KLER, FRANCIS O
KLER, JUDITH
401 WATERFORD DR
SENECA SC 29672-2255

KOLB, LISA M
KOLB, DAVID E
19 N INDIAN RIVER DR, #502
COCOA FL 32922-4724

KOSTRZEWA, WALTER W
KOSTRZEWA, THERESA M TRUSTEES
20 SUMMER PLACE
ROCKLEDGE FL 32955-

KRIPINSKI, RICHARD W
KRIPINSKI, CAROLINA
93 DELANNOY AVE, PH 3
COCOA FL 32922-7987

LACANO, CRISOSTOMO V,LIFE ESTATE
LACANO, PATRICIA C,LIFE ESTATE
93 DELANNOY AVE, PH 1
COCOA FL 32922-7987

LAMBERLY ENTERPRISES LLC
137 S COURTENAY PKWY, PMB 830
MERRITT ISLAND FL 32952-4843

LANDIS, JOSEPH S
LANDIS, THUY-ANH
2846 MONDAVI DR
ROCKLEDGE FL 32955-5186

LEHRICH, MARC
LEHRICH, KIMBERLY H
15 N INDIAN RIVER DR, APT 505
COCOA FL 32922-4728

LEINSS, JENNIFER LYNE
93 DELANNOY AVE, APT 1003
COCOA FL 32922-8009

LEITZEN, MICHAEL T
LEITZEN, KIMBERLY P
15 N INDIAN RIVER DR, APT 904
COCOA FL 32922-4730

LEXINGTON ROSE LLC
101 BREVARD AVE
COCOA FL 32922-

LITRAS, ALEXANDER
3931 PLAYA DEL SOL DR, UNIT 204
ROCKLEDGE FL 32955-4530

LYLE, MICHELLE
LEWIS, JAMES C
93 DELANNOY AVE, APT 906
COCOA FL 32922-8009

MAGGIE REALTY LLC
137 S COURTENAY PKWY, # 830
MERRITT ISLAND FL 32952-4843

MANGO, EDWARD
MANGO, LISA
93 DELANNOY AVE, #1104
COCOA FL 32922-8009

MANIFOLD FAMILY TRUST
15 N INDIAN RIVER DR, APT 502
COCOA FL 32922-4728

MARGHERITA R RAMSAY 2000 REVOCABLE TRUST
93 DELANNOY AVE, APT 1206
COCOA FL 32922-8013

MARILYN G FOLAND PERRONE REVOCABLE TRUST
504 GIBBS LN
DOVER OH 44622-1269

MARTIN, JASON P
15 N INDIAN RIVER DR #401
COCOA FL 32922-

MCCLURE, KENNETH G,LIFE ESTATE
MCCLURE, ROSALIND W,LIFE ESTATE
93 DELANNOY AVE, #506
COCOA FL 32922-8005

MCQUAIG, BRENDA L
MCQUAIG, MICHAEL T
93 DELANNOY AVE, APT 404
COCOA FL 32922-8005

MERVIS, MICHAEL P
MERVIS, MARY ELLEN TRUSTEES
93 DELANNOY AVE, APT 605
COCOA FL 32922-8005

MINOT, NICHOLE
93 DELANNOY AVE, APT 1001
COCOA FL 32922-8009

MORRISON, ROBBIE R
MORRISON, LISA MARIE
19 N INDIAN RIVER DR, APT 401
COCOA FL 32922-4725

MYERS, CURTIS L
31 FORREST AVE
COCOA FL 32922-7688

N/A - CONDO COMMON AREA

N/A - CONDO COMMON AREA
0
0 00000-

NEGELE, KLAUS
93 DELANNOY AVE, APT 1101
COCOA FL 32922-8009

NIELSEN, ERIC
NIELSEN, MERA L
837 WOODBINE DRIVE
MERRITT ISLAND FL 32952-

NIKOL, GEORGE GREGORY
843 BRIDLE PATH
BEL AIR MD 21014-2365

NOEL, TYLER
4340 MILLICENT CIR
MELBOURNE FL 32901-6724

O'LEARY, JAMES P
O'LEARY, SUSAN H
93 DELANNOY AVE, #1004
COCOA FL 32922-8009

OLINGER, TIMOTHY L
OLINGER, DENISE
1122 TEAKWOOD RANCH ST
HENDERSON NV 89052-5832

OLIVI, GARY LYNN
OLIVI, CATHERINE DOLORES
15 N INDIAN RIVER DR, APT 902
COCOA FL 32922-4730

OLSEN, ERIC T
93 DELANNOY AVE, APT 803
COCOA FL 32922-8009

PARISE FAMILY TRUST
15 N INDIAN RIVER DR, APT 303
COCOA FL 32922-4728

PARRISH, HENRY U III
542 DELANNOY AVE
COCOA FL 32922-

PEREIRA, A BRUNO TRUSTEE
15 INDIAN RIVER DR N #501
COCOA FL 32922-

PERSH, RICHARD B
PERSH, SUNI K
1764 JUNIPER HAMMOCK ST
WINTER GARDEN FL 34787-2214

PRICE, WILLIAM D
HUTSON, JANICE M CO-TRUSTEES
755 MALLARD RD
COCOA FL 32926-

PROSSER FAMILY TRUST
93 DELANNOY AVE, APT 603
COCOA FL 32922-8005

PROSSER, HARRY E
483 MONETTA LANE
THE VILLAGES FL 32162-

QUESENBERRY, CYNTHIA LOUISE
QUESENBERRY, DARRELL LEE
15 N INDIAN RIVER DR, APT 701
COCOA FL 32922-4730

REESE, JOHN A,JR
93 DELANNOY AVE, APT 703
COCOA FL 32922-8019

RMH INVESTMENTS LLC
6801 TROY ROAD
RADNOR OH 43066-

RMH INVESTMENTS LLC
6801 TROY RD
RADNOR OH 43066-

ROCKET CITY RETRO LLC
1501 S PARK AVE
TITUSVILLE FL 32780-4348

ROCKY JAY JOHNSON & LISA MARIE
JOHNSON LIVING TRUST
15 N INDIAN RIVER DR, APT 603
COCOA FL 32922-4728

ROGERS, DONALD
ROGERS, CANDACE
93 DELANNOY AVE #706
COCOA FL 32922-

ROSS STEINBERGER PROPERTIES INC
101 BREVARD AVE
COCOA FL 32922-

RYAN, KATHLEEN A TRUSTEE
15 N INDIAN RIVER DR #803
COCOA FL 32922-

SAAD, NABIL
SAAD, SOUHEIR
2270 SYKES CREEK DR
MERRITT ISLAND FL 32953-

SALAMA, FAROUK
SALAMA, AIDA
93 DELANNOY AVE, APT 1005
COCOA FL 32922-8009

SCHAFFER, MARY ANN TRUSTEES
313 HEARTHSTONE MEWS
ALEXANDRIA VA 22314-

SICKLER, ROBERT
255 JOEFFIE RD
GRANT AL 35747-9123

SILANO, CARMINE
SILANO, JENNIFER
93 DELANNOY AVE, APT 702
COCOA FL 32922-8019

SMITH, GERALD P
SMITH, CONSTANCE F
15 N INDIAN RIVER DR #1002
COCOA FL 32922-

SONOSKY, DOUGLAS S
108 SUNSET DRIVE
COCOA BCH FL 32931-

SPENCE, MICHAEL R
SPENCE, PATRICIA E TRUSTEES
15 N INDIAN RIVER DR #802
COCOA FL 32922-

STEINBERGER, BRIAN S
STEINBERGER, HILARY F
3990 S TROPICAL TRL
MERRITT ISLAND FL 32952-6200

STEPHAN PROPERTIES OF FLORIDA INC
411 MAGNOLIA AVE
MERRITT ISLAND FL 32952-4821

STEPHEN MICHAEL SHANNON &
VICKIE JANE SHANNON LIVING TRUST
93 DELANNOY AVE, APT 503
COCOA FL 32922-8005

SULLIVAN, MELVIN FRANKLIN JR
SULLIVAN, MARIA DEL PILAR TRUSTEE
93 DELANNOY AVE #1201
COCOA FL 32922-

SUN TRUST BANK CENTRAL FL NA
PO BOX 26665
C/O LEASE ADMIN., VA-RIC-8614
RICHMOND VA 23261-6665

SYMONS, COLIN E
FARRELL, ERIN E
93 DELANNOY AVE, APT 301
COCOA FL 32922-8005

TASKER, DONALD C,III
19 N INDIAN RIVER DR, APT 701
COCOA FL 32922-4727

THE HISTORIC COCOA VILLAGE
PLAYHOUSE INC
300 BREVARD AVE
COCOA FL 32922-7969

THOMPSON, JENNIFER
93 DELANNOY AVE, APT 604
COCOA FL 32922-8005

THOMPSON, PAUL B
THOMPSON, MINDY F
93 DELANNOY AVE, APT 1202
COCOA FL 32922-8013

TRIBUCE, LISA J
15 N INDIAN RIVER DR, APT 604
COCOA FL 32922-4728

TRUSTEE CORPORATION OF GREATER
ST PAUL BAPTIST CHURCH OF COCOA
213 STONE ST
COCOA FL 32922-

VANI, SHARLEEN B
133 PEACHTREE ST
COCOA FL 32922-7756

VERNER TRUST
93 DELANNOY AVE, APT 805
COCOA FL 32922-8009

VON B LLC
275 MAGNOLIA AVE
SUITE #8
MERRITT ISLAND FL 32952-4820

WAGNER, GARRICK DUFFY
WAGNER, ALESA DAWN
19 N INDIAN RIVER DR, APT 602
COCOA FL 32922-4725

WASDIN FAMILY LTD
29 RIVERSIDE DR, #602
COCOA FL 32922-8210

WEIR, PETER
WEIR, SUSAN J
15 N INDIAN RIVER DR, #301
COCOA FL 32922-4728

WHITLEY, JOSEPH B
WHITLEY, DIANE P
93 DELANNOY AVE #1205
COCOA FL 32922-

WHITTAKER FINANCIAL SERVICES LLC
32 SOUTH ST
ROCKLEDGE FL 32955-2458

WILLEKE, ROBERT N,JR
WILLEKE, JUDY ROCKWELL
93 DELANNOY AVE, PH 4
COCOA FL 32922-7987

WUNDKE, KAI
WUNDKE, RHONDA L
93 DELANNOY AVE, APT 806
COCOA FL 32922-8009

YATES, TERRY C
93 DELANNOY AVE #1105
COCOA FL 32922-

YOUNG, JOHN MORGAN JR
YOUNG, LINDA BOECKLER TRUSTEES
93 DELANNOY AVE APT 1006
COCOA FL 32922-8009

ZIMMERMAN, CHRISTINE T
ZIMMERMAN, JAMES WILLIAM
15 N INDIAN RIVER DR, APT 402
COCOA FL 32922-4728

BOARD OF ADJUSTMENT AGENDA ITEM

Memo Date:	05/08/2025
Agenda Date:	5/21/2025
Prepared By:	Lucilene Ribeiro, Planner
Through:	Stockton Whitten, City Manager
Requested Action:	Consideration of an expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of unit 116.

BACKGROUND:

Date:	May 7, 2025
Project No.:	PZ# 25-00000001
Meeting Date:	May 21, 2025
Project Planner:	Lucilene Ribeiro - Planner
Subject Property:	226 King St
Applicant:	Samone Jackson Cadance and Company Designs LLC DBA Aqua Lounge 226 King St Cocoa, FL 32922
Notice Provided:	Notice of the public hearing was provided by publishing in the newspaper on May 6, 2025, posting the property and mailers to property owners within 500 feet.
Requested Action:	Consideration of an expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of unit 116.

Project Information:

The subject property is located on the north side of King Street, east of Florida Avenue, west of Brevard Avenue, and south of Willard Street, specifically addressed as 226 King Street.

According to City records, the property has been operating as a hookah tobacco lounge and bar establishment since 2023. Prior to its current use, the two units—120 and 116— were occupied by various commercial tenants. Unit 120 was previously home to the Yellow Umbrella, a thrift store that operated between 2016 and 2018. Unit 116 was occupied by Lazy Bean Coffee Co. from 2013 to 2015 and was most recently used by Tops and Tails, a clothing and accessory store, in 2023.

On November 16, 2022, the Board of Adjustment granted a Special Exception to allow a bar or lounge with or without a package store in Unit 120. As a condition of that approval, the Board required that any future expansion, extension, or enlargement of the use would necessitate a new Special Exception approval.

The applicant, Ms. Samone Jackson, is now requesting to expand the approved bar/lounge use—currently with 104 seats in Unit 120—into the adjacent Unit 116, which will add 30 seats, for a total of 134 indoor seats. The business will operate with two separate customer entrances: one serving the existing hookah tobacco lounge in Unit 120, and another serving the food service area in Unit 116.

The proposed adjacent unit includes a concession-style food service area that will offer small, easy-to-prepare plates that do not require a commercial kitchen. The interior layout of Unit 116 is similar to that of Unit 120 and features a stairway that leads to an internal balcony. The downstairs area will include a small kitchen space, bar countertops, and a seating area for 15 patrons. The upper level will also provide seating for 15 patrons, connected by the internal stairway.

In addition to the interior expansion, the applicant proposes an outdoor seating area in front of Unit 120 and a portion of Unit 116. This area will include four tables, each accommodating four patrons, and two benches, resulting in approximately 20 outdoor seats. The outdoor seating concept would allow patrons to enjoy hookah tobacco and alcoholic beverages. According to a sketch provided by the applicant (Exhibit A), the outdoor seating area measures approximately 22 feet by 41 feet. However, based on a site visit conducted by staff, the measurement from the main entrance to the curb line is 25 feet. To maintain pedestrian accessibility and sidewalk compliance, staff recommends preserving a minimum clear width of four (4) feet for pedestrian traffic as provided in the Exhibit A sketch, allowing a maximum depth of 21 feet for the designated outdoor seating area.

To ensure compliance with City regulations, staff recommends that signage be posted at all exit points of the outdoor area. These signs must be clearly visible, legible in English, and must state that it is unlawful to remove alcoholic beverages in open or unsealed containers from the licensed premises. The service and consumption of alcoholic beverages must comply with Chapter 4 of the City of Cocoa Code of Ordinances, which governs open container laws. Consumption of alcoholic beverages on or upon any street or sidewalk outside the designated outdoor area is strictly prohibited.

In addition to complying with local regulations, the applicant must obtain the appropriate liquor licenses from the State of Florida for Unit 116 and the outdoor area prior to beginning operation.

The applicant further stated that special events will not be hosted in the outdoor area. Any future special events must comply with the City's special event permitting process.

A site plan amendment application will be required to evaluate the proposed food service use and ensure full compliance with applicable development regulations.

It is important to note that, under the City's Zoning Code, the proposed expansion into Unit 116 and the addition of the outdoor patio and bar area will not trigger additional off-street parking requirements. According to Article XII, Off-Street Parking and Loading Regulations, Section 1(d)(45) of the City of Cocoa Code of Ordinances, no additional parking or loading spaces are required when a change of use or intensity occurs in a building existing as of August 10, 2004, provided the gross floor area remains unchanged.

The applicant has submitted a conceptual layout plan (Exhibit B) indicating a total seating capacity of 154 seats across the combined indoor and outdoor areas.

Finally, the applicant must obtain all required local and state permits and licenses prior to making any physical alterations to the site or commencing operations related to the proposed expansion.

Future Land Use Designation: Mixed Use

Zoning District: CBD

Existing Land Use: Commercial

Council District: District 1– Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Use Designation	Zoning District	Land Use
North	MU (Mixed Use)	CBD (Central Business District)	Commercial
South	MU (Mixed Use)	CBD-CVO (Central Business - Cocoa Village Overlay)	Commercial
East	MU (Mixed Use)	CBD (Central Business District)	Commercial
West	MU (Mixed Use)	CBD (Central Business District)	Commercial

II. Staff Analysis

Before any special exception may be issued, the Board of Adjustment shall make written findings

certifying compliance with the specific rules governing individual special exceptions, and that satisfactory provision and arrangement has been made concerning the following where applicable (pursuant to Appendix A, Article XVII, Section 2):

A. Demonstrate that there is ingress and egress to the property and proposed structures thereon providing automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

Staff Finding: The subject property is located on the north side of King Street, a two-lane urban roadway with sidewalks and on-street parking, situated within an established commercial corridor. The existing commercial building provides adequate pedestrian access through its primary entrance on King Street (eastbound SR 520) and includes an emergency exit at the rear, which connects to an alley leading north to Willard Street (westbound SR 520).

The applicant is not proposing any modifications to the existing access points. The layout of both the existing and expanded units will maintain the current building configuration, thereby ensuring continued safe and sufficient access for both pedestrians and emergency services. The proposed outdoor seating area will be located within a controlled and buffered space, intentionally designed to avoid obstructing walkways or emergency access routes, as illustrated in Exhibit B.

City staff, including the Public Works and Fire Departments, have raised concerns about the increased volume of pedestrian activity in proximity to a major principal arterial (SR 520), which transitions from a higher-speed travel corridor into a slower, pedestrian-oriented area through Cocoa Village. However, pedestrian safety is supported by the presence of two marked pedestrian crossings near the property: one at the intersection of King Street and Forrest Avenue, and a second at King Street and Brevard Avenue, allowing for safe and convenient pedestrian access across SR 520.

Staff encourages the business owner to actively promote customer safety, particularly in relation to pedestrian activity near the adjacent roadway and use of the outdoor seating area.

B. Explain where the required off-street parking and loading areas where required, with particular attention to the items in (a) above, and economic, noise, glare or odor effects of the special exception on the adjoining properties generally in the district.

Staff Finding: While the addition of outdoor seating is expected to result in a modest increase in occupancy, the pedestrian-friendly nature of Cocoa Village and the availability of shared public parking help to mitigate potential impacts.
The applicant relies on street parking, a parking area designated to customers on the east side of the building, and nearby public parking within the village district for patron and team member parking and loading/unloading activities. Based on Appendix A Zoning, Art. XII, Sec. 4(d) (45), the unchanged building gross floor area allows the City to consider the provided parking spaces sufficient.

Appendix A Zoning, Art. XII, Sec. 4(d)(45) Central Business District, including the Cocoa Village

Overlay. The Central Business District, as defined in the City of Cocoa Code, shall have the following special parking requirements:

a) Whenever there is a change of use or use intensity which changes parking generating factors in a building existing as of August 10, 2004, and the gross floor area of the existing building remains unchanged, no additional parking or loading spaces will be required; however, increases in residential dwelling units shall meet the parking requirements outlined above for specific uses.

The applicant has indicated that a DJ currently provides indoor music, and she also proposes to install speakers in the outdoor seating area. Due to proximity to residential properties along Willard Street, staff recommends that no amplified outdoor music be permitted after 10:00 p.m. and that the applicant shall comply with the City of Cocoa Noise Ordinance to preserve the character and compatibility of the surrounding area.

C. Explain the impact of refuse and service areas, with particular attention to the items in (a) and (b) above.

Staff Finding: Refuse and service areas are all existing and no additional needs are anticipated at this time. Trash containers will be kept in a service area within the building.

D. Demonstrate that there are sufficient utilities, with reference to locations, availability and compatibility.

Staff Finding: The existing building is currently served by City of Cocoa utilities, including water and sewer services. The proposed interior expansion of the bar and the addition of an outdoor seating area are not expected to require major infrastructure upgrades. However, if the applicant proceeds with implementing food service, this change will trigger a site plan amendment, which will be distributed to the Development Review Committee (DRC) for evaluation. The DRC will assess the proposal to determine any potential impacts on water demand and other relevant utility considerations associated with this use.

E. Demonstrate that there is adequate screening and buffering with reference to type, dimension and character.

Staff Finding: Although the CBD district encourages a dense, urban environment, the applicant has proposed the use of decorative planters, railing, or low fencing to delineate and buffer the outdoor seating area. These elements will ensure visual appeal and pedestrian flow while maintaining compatibility with the aesthetics of Cocoa Village.

F. Explain the impact of signs, if any, and proposed exterior lighting with reference to glare, traffic, safety, economic effect, and compatibility and harmony with properties in the district.

Staff Finding: The applicant does not propose any new signage at this time, but any future signage will comply with the signage requirements.

Exterior lighting for the outdoor seating area will be soft, downcast, and decorative without creating glare or light trespass.

G. Demonstrate that there are adequate yards and open space.

Staff Finding: The building layout is pre-existing, and no proposed changes are proposed to it.

H. Demonstrate how adequate height requirements have been met.

Staff Finding: No modifications to the building's height or upper stories are proposed in this application.

I. Demonstrate how adequate landscaping requirements have been met.

Staff Finding: Because the building extends to the property line there is no required yard area available for landscaping. However, the addition of potted plants and outdoor design features will enhance visual appeal and contribute to the urban landscape in a compatible manner.

J. List any renewal and/or termination dates.

Staff Finding: Staff recommends that the approval shall not become effective until the applicant has secured all necessary permits within 12 months of the date of this hearing. If permits are not obtained within this timeframe, the approval will be considered null and void, unless an extension is granted by the Board for good cause.

K. Explain how the use will be reasonably compatible with the surrounding uses in its functions, its hours of operation, the type and amount of traffic to be generated, and building size and setbacks, its relationship to land values and other functions that may be used to measure compatibility.

Staff Finding: The proposed expansion of the bar use into the adjacent unit and the addition of outdoor seating is consistent with the mixed-use and entertainment character of Cocoa Village, which features a variety of restaurants, cafés, and nightlife venues.

Most regulations governing outdoor tables within the Cocoa Waterfront Overlay District (CWOD) fall under City jurisdiction when such seating is located within the public right-of-way, which is considered City-owned property. However, in this case, the majority of the sidewalk area in front of the building lies within private property boundaries, thereby limiting the City's regulatory authority. As a result, the City's oversight is restricted to the regulation of alcoholic beverage consumption. This configuration prevents staff from processing the outdoor area as a separate sidewalk café permit under Chapter 14, Article III of the City of Cocoa Code of Ordinances.

The proposed hours of operation are intended to align with those of other Cocoa Village businesses. As listed online and confirmed by the applicant, current hours are as follows: Wednesday and Thursday from 6:00 p.m. to 12:00 a.m., and Friday and Saturday from 8:00 p.m. to 2:00 a.m. The applicant has indicated that these hours may change in the future but has not yet

disclosed any revised hours to staff.

CONDITIONS FOR APPROVAL:

Staff recommends approval of the Special Exception in accordance with Appendix A, Zoning, Article XI, Section 13(C)(6) and Section 22 (F) of the City of Cocoa Code , to allow the extension of a bar use into the adjacent commercial Unit 116, including the addition of outdoor seating, within the CBD (Central Business District) Zoning District, with the following conditions:

1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception. Such permits, including building permits and appropriate liquor licenses from the State of Florida, shall be obtained within twelve (12) months of the Board's approval. Failure to meet this deadline shall render the Special Exception null and void unless an extension is granted by the Board for good cause.

2. The Special Exception use of a bar/lounge shall be restricted solely to Suites 120 and 116 of the Subject Property, with a total indoor maximum capacity of 134 seats and the 21' x 41' outdoor seating area, which has an outdoor seating maximum capacity of 20 seats. If the use is extended, enlarged, or expanded, additional special exception approval shall be required. The conceptual site plan included as Exhibit B shall be binding upon the applicant, except that minor modifications may be made during the site plan review process to conform to the City Code or life safety requirements.

3. The applicant shall conform to the City of Cocoa noise ordinances. The maximum permissible sound level in a commercial area is 65 dBA between 7:00 a.m. and 7:00 p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. There shall be no amplified music permitted in the outdoor seating area after 10:00 p.m.

4. The applicant shall install a barricade, screen, or temporary fencing to clearly delineate the outdoor seating area. This may include decorative planters, railings, or low fencing.

5. A minimum clear width of four (4) feet shall be maintained at all times for unobstructed pedestrian access across the frontage of the property.

6. Hours of operation shall be limited to Sunday thru Thursday from 12:00 p.m. to 12:00 a.m., and Friday and Saturday from 12:00 p.m. to 2:00 a.m.

7. Signage shall be posted at all exit points of the outdoor area. These signs must be clearly visible, legible in English, and must state that it is unlawful to remove alcoholic beverages in open or unsealed containers from the licensed premises.

8. Special events shall not be hosted in the outdoor seating area.

Any other conditions deemed necessary by the Board of Adjustment

.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
On November 16, 2022, the Board of Adjustment granted a Special Exception to allow the use of a bar or lounge with or without a package store.

RECOMMENDED MOTION:
Consideration of an expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of unit 116.

COCOA
FLORIDA

Planning & Zoning
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8535
www.CocoaFL.gov

May 22, 2025

Samone Jackson
Cadance and Company Designs LLC
226 King St, Unit 120 & 116
Cocoa, FL 32922

RE: PZ-25-00000001 Special Exception (226 King St, Unit 120 & Unit 116, Cocoa, FL 32922)
(Parcel ID: 24-36-33-35-*-2.01)

Dear Ms. Jackson:

This letter is to inform you that on May 21, 2025, the City of Cocoa Board of Adjustment **APPROVED** your Special Exception request from Appendix A, Zoning, Article XI, Section 13(C)(6) and Section 22 (F) of the City of Cocoa Code to allow expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of Unit 116.

The following CONDITIONS shall apply:

1. The Special Exception shall not be effective until the applicant has secured all the permits and approvals necessary for any development related to the Special Exception. Such permits, including building permits and appropriate liquor licenses from the State of Florida, shall be obtained within twelve (12) months of the Board's approval. Failure to meet this deadline shall render the Special Exception null and void unless an extension is granted by the Board for good cause.

2. The Special Exception use of a bar/lounge shall be restricted solely to Suites 120 and 116 of the Subject Property, with a total indoor maximum capacity of 134 seats and the 21' x 41' outdoor seating area, which has an outdoor seating maximum capacity of 20 seats. If the use is extended, enlarged, or expanded, additional special exception approval shall be required. The conceptual site plan included as Exhibit B shall be binding upon the applicant, except that minor modifications may be made during the site plan review process to conform to the City Code or life safety requirements.

3. The applicant shall conform to the City of Cocoa noise ordinances. The maximum permissible sound level in a commercial area is 65 dBA between 7:00 a.m. and 7:00 p.m. and 60 dBA between 7:00 p.m. and 7:00 a.m. Sixty (60) dBA is the volume of normal conversation. There shall be no amplified music permitted in the outdoor seating area after 10:00 p.m.

4. The applicant shall install a barricade, screen, or temporary fencing to clearly delineate the outdoor seating area. This may include decorative planters, railings, or low fencing.

5. A minimum clear width of four (4) feet shall be maintained at all times for unobstructed pedestrian access across the frontage of the property.

6. Hours of operation shall be limited to Sunday thru Thursday from 12:00 p.m. to 12:00 a.m., and Friday and Saturday from 12:00 p.m. to 2:00 a.m.

7. Signage shall be posted at all exit points of the outdoor area. These signs must be clearly visible, legible in English, and must state that it is unlawful to remove alcoholic beverages in open or unsealed containers from the licensed premises.

8. Special events shall not be hosted in the outdoor seating area.

If you have any questions regarding this decision, please feel free to contact us at 321-433-8535 or by email at cocoaplanning@cocoafl.gov.

Sincerely,

Stockton Whitten
City Manager

RECEIVED
Office of the City Clerk
MAY 22 2025
Time: 9:24am

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CITY OF COCOA
BOARD OF ADJUSTMENT
MEETING MINUTES
May 21, 2025

A Regular meeting of the Board of Adjustment of the City of Cocoa was held on Wednesday, May 21, 2025 in the Council Chambers at 65 Stone Street, Cocoa, as publicly noticed.

I. OPENING MATTERS:

Chairperson Quattrocchi called the meeting to order at 6:00 pm.

The Recording Secretary called the roll.

ROLL CALL:

Dan Quattrocchi	Chairperson
Robert Butler	Vice Chair
Robert Dyar	Board Member
Pam Shaia	Board Member
Jose Pacheco	Board Member
Jennifer Moton	Board Member

MEMBERS PRESENT:

Dan Quattrocchi	Chairperson
Robert Butler	Vice Chair
Robert Dyar	Board Member
Pam Shaia	Board Member
Jose Pacheco	Board Member
Jennifer Moton	Board Member

MEMBERS ABSENT:

OTHERS PRESENT:

Kristin Eick	Assistant City Attorney
Luci Ribeiro	City Planner
Breanna Earley	Assistant City Clerk
Patricia Weeks	Deputy Mayor

II. APPROVAL OF AGENDA & MINUTES:

* **Motion by BOARD MEMBER SHAIA; Seconded by CHAIR QUATTROCCHI to approve the May 21, 2025, Agenda moving item B to A and A to B and the April 16, 2025, Minutes with corrections made to the Members Present and Members Absent section.**

Ayes: Shaia, Dyar, Quattrocchi, Pacheco, Butler, Moton

Motion Passed Unanimously (6-0).

III. OLD BUSINESS:

None.

IV. NEW BUSINESS:

~~A. **PZ 25-00000001 (Special Exception - Aqua Lounge 226 King St Units 120 & 116.)**~~ **Move to Item B**

A. PZ 25-00000003 (Special Exception - Steves Motorcycles 1003 N Cocoa Blvd.)

Consideration of a Special Exception request to allow an automotive repair establishment to operate, provided all activities are conducted entirely within an enclosed structure, pursuant to Appendix A, Zoning, Article XI, Section 12(C)(1) of the City of Cocoa Code of Ordinance. The subject property is located at 1003 N Cocoa Blvd, Cocoa, Florida. Tax Parcel ID: 24-36-28-00-1

Luci Ribeiro, City Planner, presented a PowerPoint about the consideration of a Special Exception for Steves Motorcycles[1].

Kelly Matott, Applicant, expanded on the presentation.

Luci Ribeiro, City Planner, clarified.

Kelly Matott, Applicant, spoke about the licensure required for motorcycle repair shops.

Board Member Dyar, asked for clarification if the applicant will abide by staff conditions.

Kelly Matott, Applicant, stated she would.

[1] 1003 N Cocoa Blvd. Special Exception – Steves Motorcycles Presentation

Jennifer Webster, City Planner, elaborated on the special exception and that if a new automotive business were to occupy the address, they would also need a special exception from the Board.

NO PUBLIC COMMENT. RETURNED TO THE BOARD.

Motion by BOARD MEMBER DYAR; Seconded by VICE CHAIR BUTLER to approve the Special Exception with staff conditions.

Ayes: Shaia, Dyar, Quattrocchi, Pacheco, Butler, Moton

Motion Passed Unanimously (6-0)

~~B. PZ 25-00000003 (Special Exception - Steves Motorcycles 1003 N Cocoa Blvd.)~~ **Move to Item A**

B. PZ 25-00000001 (Special Exception - Aqua Lounge 226 King St Units 120 & 116.~~)~~

Consideration of an expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of unit 116.

Luci Ribeiro, City Planner, presented a PowerPoint for the consideration of a Special Exception for Aqua Lounge.[2]

Samone Jackson, Applicant, spoke about previous application that stated they would eventually like to expand.

Chair Quattrocchi, asked about the need for outdoor seating.

Samone Jackson, Applicant, stated they want to make staff and customers more comfortable.

Board Member Shaia, asked how many seats Aqua Lounge currently has.

Samone Jackson, Applicant, clarified.

Luci Ribeiro, City Planner, went into the sketch provided.

[2] 226 King St Units 120 & 116 Special Exception Aqua Lounge Presentation

Board Member Shaia, asked about what will be served.

Samone Jackson, Applicant, explained.

Board Member Shaia, asked how they will stay in compliance with the noise ordinance.

Samone Jackson, Applicant, clarified that there was one incident, and they complied and are currently complying.

Board Member Shaia, spoke about incident reports with Cocoa PD.

Samone Jackson, Applicant stated they have received calls about their liquor license but that has been the only issue and it was resolved.

Board Member Pacheco, asked why they are not able to serve food at their current location.

Samone Jackson, Applicant stated the current location does not have enough room for them to serve food.

Board Member Pacheco, asked why the kitchen is defined as a small kitchen.

Samone Jackson, Applicant stated it is a convection kitchen.

Board Member Pacheco, stated foodborne illness would be a concern if not properly prepared.

Luci Ribeiro, City Planner, stated she spoke with PD and Public Works and that there were no issues with Aqua Lounge.

Board Member Shaia, asked if they currently have security.

Samone Jackson, Applicant stated they do have security and have spoken with Chief Collier about any special events that would be hosted.

Chair Quattrocchi, asked about the email received from a resident about the consideration for a Special Exception for Aqua Lounge.

Board Attorney Eick, clarified.

PUBLIC COMMNET

Candace Rogers, Delannoy Ave, stated she objects to the Special Exception. She shared pictures from Aqua Lounge’s Facebook page.

Marilyn Green, Riverside Dr, spoke about a previous application the applicant submitted.

Gloria Weatherspoon, Mycroft Dr, thanked the Board and wanted to state her strong support for the applicant's Special Exception and expansion. She spoke about the Aqua Lounge's community outreach.

Kernishia Florence, Georgia Ave, spoke about how Aqua Lounge has helped her business.

Chair Quattrocchi, asked for clarification on previous application.

Luci Ribeiro, City Planner, clarified.

Johnny Ford, Rockledge Resident, stated he urges the Board to approve the expansion. He spoke about attending the grand opening of Aqua Lounge and the upscale feeling it provides.

William Ferro, Delannoy Ave, stated his concern is mainly the noise that comes from Aqua Lounge. He went on to detail noise complaints he has called in.

Mike Minot, Delannoy Ave, stated he opposes the Special Exception.

Aleck Greenwood, Brevard Ave, stated the issues with loud music has been happening for 4 years.

Victoria Jones, Cocoa Resident, stated she is president of the Space Coast Florida Black Chamber of Commerce and Aqua Lounge is a member. She verbally made a public records request. She stated she was proud of the applicant.

Toby Harris, Weaver Street, spoke about pictures that were previously reviewed. He stated other businesses play music outside.

Anne Marie Fraiser, Palm Bay Resident, she stated she supports the Special Exception.

Jimmy Hudson, Laredo Dr, stated the negative comments are unfounded.

Chair Quattrocchi, asked how noise complaints are handled.

Luci Ribeiro, City Planner spoke about the City of Cocoa noise ordinance.

Chair Quattrocchi, asked if there was a fine that could be issued.

Luci Ribeiro, City Planner, expanded on the Code Enforcement process. She stated the noise ordinance is being imposed on other businesses. She stated that amplified music will not be permitted after 10pm.

Board Attorney Eick, asked why 10pm was chosen as a time to stop playing amplified music.

Luci Ribeiro, City Planner, stated most businesses in Cocoa Village close at 10pm.

Board Member Shaia, asked how it was going to be enforced.

Luci Ribeiro, City Planner, stated they receive complaints and open an investigation through Code Enforcement.

Samone Jackson, Applicant, stated the noise complaints are falsely reported.

Jimmy Hudson, asked if they are being monitored for noise complaints, are other businesses being monitored as well.

Luci Ribeiro, City Planner, clarified that it's not just Aqua Lounge that is monitored.

Mike Minot, Delannoy, spoke about seeing a speaker playing music outside Aqua Lounge.

Chair Quattrocchi, asked how do you manage all the other businesses that aren't in compliance with the noise ordinance.

Aleck Greenwood, stated they are not against the business but against loud music being played outside.

Board Attorney Eick, stated the applicant and City Staff can make a final comment.

Samone Jackson, Applicant, stated that the Police are outside, if there was a problem with their business, they would

Luci Ribeiro, City Planner, asked if the applicant accepts the staff conditions provided

Samone Jackson, Applicant, stated it is not a problem.

Board Member Dyar, asked for clarification on the amplified music condition.

Samone Jackson, Applicant, stated she does not agree with the condition of not having any music outside past 10pm.

Luci Ribeiro, City Planner, clarified.

Samone Jackson, Applicant, stated she does not agree with the condition of no outdoor music.

Jennifer Webster, City Planner, read directly from the City of Cocoa noise ordinance.

A conversation about amplified decimals took place.

CLOSED TO PUBLIC. RETURNED TO THE BOARD.

Board Member Shaia, stated she appreciates everyone speaking. She spoke about her research about noise complaints in Cocoa Village. She asked the applicant if she agreed to no amplified noise.

Samone Jackson, agreed to comply.

Board Member Pacheco, asked for clarification on the special events.

Board Attorney Eick, defined what a special event is in the City Code.

Jennifer Webster, City Planner, clarified there will be an additional 20 seats added to the outdoor seating.

Motion by BOARD MEMBER DYAR; Seconded by BOARD MEMBER MOTON, to approve the Special Exception with staff conditions.

Ayes: Dyar, Quattrocchi, Pacheco, Moton
Nays: Shaia, Butler

Motion Passed (4-2)

V. OTHER BUSINESS:

VI. NEXT MEETING DATE:

The next meeting date for the Board of Adjustment is June 18, 2025.

VII. ADJOURNMENT:

Motion by BOARD MEMBER SHAIA; Seconded by BOARD MEMBER BUTLER to adjourn the May 21, 2025, meeting.

Ayes: Shaia, Dyar, Quattrocchi, Pacheco, Butler, Moton

Motion Passed Unanimously (6-0).

There being no further business the meeting adjourned at 8:19 P.M.

_____
Dan Quattrocchi, Chairperson

_____
Breanna Earley, Recording Secretary

RECEIVED
Office of the City Clerk
JUN 05 2025
Time: _____

NOTICE OF APPEAL

COMES NOW, those individuals (hereinafter "Petitioners") whose names, addresses, and telephone numbers are attached to this notice do here by file their appeal and claim to be aggrieved by the final decision of the Board of Adjustment's granting of:

> **PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116)**
>
> **Consideration of an expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of Unit 116.**

The public hearing concerning the application for a Special Exception Item # A was heard before the Cocoa Board of Adjustment (hereinafter "BOA") on May 21, 2025, at Cocoa City Hall. The applicant for the Special Exception is the Aqua Lounge located at 226 King Street Units 120 & 116 (hereinafter "Aqua Lounge").

Petitioners all reside within 500 feet of the property which is the subject of the application for special exception and therefore maintain standing to bring this appeal.

As part of the Board's approval of the special exception amplified outdoor music was permitted under certain conditions.

The use of loud, amplified, outdoor music in this location is incompatible with the inconsistent uses within the zoning district of the Cocoa Business District (hereinafter "CBD") and creates friction with the large number of residential dwellings within close proximity to the subject property.

The statement of purpose for the CBD zoning district maintains that the City of Cocoa encourages high quality, high density, multi-family development in the district. The Aqua Lounge is located but a few hundred feet from Whitley Bay Condominium (64 units), Whitley Bay West Condominium (40 units), Barclay Square Condominium (11 units), 115 River Dr. condominium (70 units), as well as a large number of single-family and duplex residential properties to the north of the Aqua Lounge and west of Whitley Bay.

The Aqua Lounge applied and obtained its original special exception to operate a Hookah Lounge business in November of 2022. The initial application for special exception did not include a request to play loud, amplified outdoor music. However, the Aqua Lounge has consistently imposed loud, amplified outdoor music on those hundreds of residents living within a few hundred feet from the outdoor area which is the subject of PZ

25-00000001. Since the granting of the original special exception, those residents living in the residential units mentioned above have been awoken between the hours of 11:30 pm and 2:00 am by the loud, amplified music emitted from large portable speakers placed outside of the Aqua Lounge. These disturbances have severely impacted the residences.

Noise disturbances such as loud, amplified music will result in a negative reputation for this residential area within the real estate sales community. Imagine a real estate showing occurring during the evening hours with loud music blaring directly at Whitley Bay Condominiums and other condominium communities. It goes without saying that potential buyers with the ability to purchase at the price point of the riverfront condominiums have options and will not choose a unit plagued with loud blaring noise that creates continual disturbances. Buyers will undoubtedly choose a condominium that is not noisy. Following the outcome of the BOA hearing, one unit owner, Whitley Bay #605 placed his unit on the market for sale. This evidences that market values will inevitably be impacted through the softness that occurs when potential buyers are made aware of the loud noise associated with living in the north Cocoa Village condominiums. Thus, the request made by the Aqua Lounge for permission to consistently and perpetually amplify loud music into the adjacent residential area is a

detriment and highly impactful on the residential living and property values of its neighbors.

Outdoor amplified music at Aqua Lounge is inconsistent with the established residential uses which serves as neighbors to the property. The granting of **PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116)** should therefore be reversed.

As one Whitley Bay resident, Mike Mervis, stated, "sometimes you just make a mistake and this was one of those times. The exit strategy is that the City Council needs to show respect for those who live and pay taxes here, and those who come here just to party must show a higher degree of responsibility…they must act respectfully of those who make this community home."

WHEREFORE, Petitioners, respectfully request that the Cocoa City Council reverse the Board of Adjustment's granting of **PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116)**.

Respectfully submitted,

William Ferro	93 Delannoy Ave., Unit 601, Cocoa, FL 32922
Michelle Spangler	93 Delannoy Ave., Unit 601, Cocoa, FL 32922
Diane Verner	93 Delannoy Ave., Unit 805, Cocoa, FL 32922
Christine Kuhn	93 Delannoy Ave., Unit 303, Cocoa, FL 32922

Rosalind McClure	93 Delannoy Ave., Unit 506, Cocoa, FL 32922	
Michelle Lyle	93 Delannoy Ave., Unit 906, Cocoa, FL 32922	
Mindy Thompson	93 Delannoy Ave., Unit 1202 Cocoa, FL 32922	
Paul Thompson	93 Delannoy Ave., Unit 1202 Cocoa, FL 32922	
KG McClure	93 Delannoy Ave., Unit 506 Cocoa, FL 32922	
Diane Blankfield	93 DelannoyAve., Unit 502 Cocoa, FL 32922	
Alex Blankfield	93 Delannoy Ave., Unit 502 Cocoa, FL 32922	
Mike Mervis	93 Delannoy Ave., Unit 705 Cocoa, FL 32922	414-870-7958
Candace Rogers	93 Delannoy Ave., Unit 706 Cocoa, FL 32922	321-830-0791
Michael S. Minot	93 Delannoy Ave., Unit 1001 Cocoa, FL 32922	321-349-3004
Nichole B. Minot	93 Delannoy Ave., Unit 1001 Cocoa, FL 32922	321-626-5934
Joe Whitley	93 Delannoy Ave., Unit 1205 Cocoa, FL 32922	
Diane Whitley	93 Delannoy Ave., Unit 1205 Cocoa, FL 32922	

Supplemental List of Petitioners Forthcoming

MINOT LAW

P. 321-349-3004 | F. 321-349-0449
96 WILLARD STREET, SUITE 205
COCOA, FL 32922
MIKE@MMINOTLAW.COM
MMINOTLAW.COM

July 3, 2025

CITY OF COCOA
FLORIDA
City Manager's Office
65 Stone Street,
Cocoa, FL 32922

Re: Notice of Amended Appeal

PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116)

Consideration of an expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of Unit 116.

Dear Mr. Whitten,

In response to your correspondence dated June 25, 2025 concerning the Notice of Appeal filed on behalf of the residents of Whitley Bay regarding the Cocoa Board of Adjustment's May 21, 2025 decision of the above-referenced application for Special Exception, please find attached an Amended Notice of Appeal correcting the noted deficiencies. Accompanying this Notice of Amended Appeal is a check in the amount of $850.00. Lastly, this correspondence confirms our availability for the July 22, 2025 City Council Meeting.

Thank you and should you have any questions, please don't hesitate to contact me.

Sincerely,

Michael S. Minot, Esq.
p. 321-349-3004. | f. 321-349-0449
96 Willard Street, Suite 205
Cocoa, Florida 32922
mike@mminotlaw.com
mminotlaw.com

MSM/nm

CITY OF COCOA
JUL 3 2025
RECEIVED
PLANNING & ZONING DIVISION

CITY OF COCOA
BREVARD COUNTY, FLORIDA

An Appeal of An Action Taken by the City of Cocoa Board of Adjustment Granting of:

PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116)

Consideration of an expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of Unit 116.

Date of Initial Filing
June 5, 2025

Date of Amended Filing
July 3, 2025

Michael S. Minot Esquire
Florida Bar No. 501239
96 Willard Street, Suite 205
Cocoa, FL 32922
Ph: 321-349-3004
Fax: 321-349-0449
mike@mminotlaw.com

AMENDED NOTICE OF APPEAL

COMES NOW, those individuals (hereinafter "**Petitioners**") whose names, addresses, telephone numbers and signatures are attached to this notice do hereby file their amended appeal and claim to be aggrieved by the final decision of the Board of Adjustment's granting of:

> **PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116)**
>
> **Consideration of an expansion of a Special Exception use for a bar/lounge previously approved for Unit 120 at 226 King Street, which shall include (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of Unit 116.**

The public hearing concerning the application for a Special Exception Item #A was heard before the Cocoa Board of Adjustment (hereinafter "BOA") on May 21, 2025, at Cocoa City Hall. The applicant for the Special Exception is the Aqua Lounge located at 226 King Street Units 120 & 116 (hereinafter "**Aqua Lounge**").

Petitioners all reside within 500 feet of the property which is the subject of the application for special exception and therefore maintain standing to bring this appeal.

As part of the Board's approval of the special exception, an expansion of an outdoor seating area outside of Unit 120 and portion of Unit 116 which included amplified outdoor music was permitted under certain conditions.

The use of loud, amplified, outdoor music in this location is incompatible and inconsistent with the large number of residential dwellings within proximity to the subject property.

The statement of purpose for the CBD zoning district maintains that the City of Cocoa encourages high quality, high density, multi-family development in the district. The Aqua Lounge is located but a few hundred feet from Whitley Bay Condominium (64 units), Whitley Bay West Condominium (40 units), Barclay Square Condominium (11 units), 115 River Dr. condominium (70 units), as well as many single-family and duplex residential properties to the north of the Aqua Lounge and west of Whitley Bay.

The Aqua Lounge applied and obtained its original special exception to operate a Hookah Lounge business in November of 2022. The initial application for special exception did not include a request to play, amplified outdoor music. However, without the necessary special exception, the Aqua Lounge has consistently imposed loud, amplified outdoor music on those hundreds of residents living within a few hundred feet from the outdoor area

which is the subject of PZ 25-00000001. Additionally, the outdoor music failed to comply with the City's noise ordinance.

Since the granting of the original special exception, those residents living in the residential units mentioned above have been awoken between the hours of 11:30 pm and 2:00 am by the loud, amplified music emitted from large portable speakers placed outside of the Aqua Lounge. These disturbances have severely impacted the residences.

The City of Cocoa maintains a duty to protect the health, safety and welfare of neighboring residential uses by limiting exposure to excessive noise, which can cause physical, psychological, and social harm and interfere with daily life, rest and recreation, particularly during evening and nighttime hours. The Board of Adjustment's decision to grant PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116) failed to implement mitigation measures to protect the neighbor's rights to remain free from unreasonable disturbances. Loud, outdoor music can attract large crowds which may lead to congestion, loitering, public intoxication and strain on law enforcement (see video). Cities maintain a duty to ensure that permitted uses do not create unsafe and incompatible conditions for residents and patrons.

During the May 21, 2025 Board of Adjustment meeting, board members heard testimony from property owners concerning the Aqua Lounge's consistent violation of Article II Sec. 13.5 of the City of Cocoa Municipal Code. Property owners cited specific incidents of amplified music being played in the outdoor area which was well above the approved decibel level as outlined in Section 13.5-26. Following testimony from the owner of the Aqua Lounge stating that law enforcement had never been called to the establishment, neighboring property owners as well as Board member, Pam Shaia provided evidence of Cocoa Police Department emergency incident reports for 226 King Street Unit 120, Cocoa, FL 32922 which verify specific records of burglary, criminal mischief, battery, robbery, suspicious activity, disturbances and police services. Petitioners assert that the Board cannot selectively ignore the protective purposes of a noise ordinance and safety to favor a commercial establishment at the expense of residential stakeholders particularly when competent substantial evidence indicates the commercial establishment has consistently ignored and violated the City's noise ordinance and presents harm to neighboring residences. In *Tampa v. Islands Four* 364 So. 2d 738 (Fla 2nd DCA 1978), the court found that the City of Tampa had an implied power to refuse to renew the license of a public dance hall for failure to observe the requisites of the ordinance at issue.

In cities with common use zoning, the consideration of noise ordinances when granting special exceptions is especially critical because commercial, residential and recreational uses coexist in proximity. Persistent noise disturbances can adversely affect property values, deter investment and harm the city's residential tax base. Noise disturbances such as loud, amplified music will result in a negative reputation for this residential area within the real estate sales community. Imagine a real estate showing occurring during the evening hours with loud music blaring directly at Whitley Bay Condominiums and other condominium communities. It goes without saying that potential buyers with the ability to purchase at the price point of the riverfront condominiums have options and will not choose a unit plagued with loud blaring noise that creates continual disturbances. Buyers will undoubtedly choose a condominium that is not noisy. Following the outcome of the BOA hearing, one unit owner, Whitley Bay #601 placed his unit on the market for sale. This evidences that market values will inevitably be impacted through the softness that occurs when potential buyers are made aware of the loud noise associated with living in the north Cocoa Village condominiums. Thus, the request made by the Aqua Lounge for permission to consistently and perpetually amplify loud music into the adjacent residential area is a detriment and highly impactful on the residential living

and property values of its neighbors. The Third District Court of Appeal stated:

> *All residents of the community have a personal interest in maintaining the character of an area as established by comprehensive zoning plans and preventing one property from being damaged or diminished in value by the use of an adjacent property.*
>
> *City of Miami Beach v. Clevelander Ocean, L.P.* 338 So. 3d 16 (Fla. 3rd DCA 2022)

An expanded seating area to include outdoor amplified music at Aqua Lounge is inconsistent with the established residential uses which serves as neighbors to the property. The granting of **PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116)** was improper because it failed to mitigate the direct impact outdoor amplified music played on an expanded outdoor seating area would have on those residential properties in close proximity to the subject location and therefore should be reversed.

As one Whitley Bay resident, Mike Mervis, stated, "sometimes you just make a mistake and this was one of those times. The exit strategy is that the City Council needs to show respect for those who live and pay taxes here, and those who come here just to party must show a higher degree of

responsibility…they must act respectfully of those who make this community home."

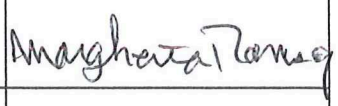
WHEREFORE, Petitioners, respectfully request that the Cocoa City Council reverse the Board of Adjustment's granting of **PZ 25-00000001 (Special Exception – Aqua Lounge 226 King St. Units 120 & 116)**.

Respectfully submitted on this 3rd day of July, 2025,

Signature Page Following

Pages 9 and 10

Name of Petitioner	Address of Petitioner	Phone Number of Petitioner	Signature of Petitioner
William Ferro	93 Delannoy Ave Unit 601 Cocoa, FL 32922	478-973-7437	
Michelle Spangler	93 Delannoy Ave Unit 601 Cocoa, FL 32922	865-310-9787	
Diane Verner	93 Delannoy Ave Unit 805 Cocoa, FL 32922	321-638-3592	
Christine Kuhn	93 Delannoy Ave Unit 303 Cocoa, FL 32922	832-248-1940	
Rosalind McClure	93 Delannoy Ave Unit 506 Cocoa, FL 32922	321-704-7471	
Michelle Lyle	93 Delannoy Ave Unit 906 Cocoa, FL 32922	703-310-9792	
Mindy Thompson	93 Delannoy Ave Unit 1202 Cocoa, FL 32922	321-543-1738	
Paul Thompson	93 Delannoy Ave Unit 1202 Cocoa, FL 32922	321-480-8315	
KG McClure	93 Delannoy Ave Unit 506 Cocoa, FL 32922	321-544-4714	
Diane Blankfield	93 Delannoy Ave Unit 502 Cocoa, FL 32922	805-766-1357	
Alex Blankfield	93 Delannoy Ave Unit 502 Cocoa, FL 32922	805-644-8803	
Mike Mervis	93 Delannoy Ave Unit 605 Cocoa, FL 32922	414-870-7958	
Candace Rogers	93 Delannoy Ave Unit 706 Cocoa, FL 32922	321-830-0791	
Michael S. Minot	93 Delannoy Ave. Unit 1001 Cocoa, FL 32922	321-349-3004	
Nichole B. Minot	93 Delannoy Ave. Unit 1001 Cocoa, FL 32922	321-349-3004	
Joe Whitley	93 Delannoy Ave. Unit 1205 Cocoa, FL 32922	321-626-5634	
Diane Whitley	93 Delannoy Ave. Unit 1205 Cocoa, FL 32922	321-626-2974	
John Reese	93 Delannoy Ave Unit 703 Cocoa, FL 32922		
Stan Bowers	93 Delannoy Ave Unit 606 Cocoa, FL 32922	321-258-3417	

~~Margarita Ramsey~~ Margherita Ramsey	93 Delannoy Ave Unit 1206 Cocoa, FL 32922	321-258-1897	
Dan Chisholm	93 Delannoy Ave Unit 1202 Cocoa, FL 32922	407-808-5154	
Pat Chisholm	93 Delannoy Ave Unit 1002 Cocoa, FL 32922	407-808-5154	

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Diane Whitley	93 Delannoy Ave. Unit 1205 Cocoa, FL 32922	321-626-2974	
John Reese	93 Delannoy Ave Unit 703 Cocoa, FL 32922		
Stan Bowers	93 Delannoy Ave Unit 606 Cocoa, FL 32922	321-258-3417	

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City Manager's Office
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8737
FAX: (321) 433-8685
www.CocoaFL.gov

City Hall
65 Stone St.
Cocoa, Florida 32922
Phone (321) 433-8737

Stockton Whitten, City Manager
swhitten@cocoafl.org

June 25, 2025

Via E-mail to mike@mminotlaw.com

Michael S. Minot, Esq.
96 Willard Street, Suite 205
Cocoa, FL 32922
321-349-3004
mike@mminotlaw.com

RE: Notice of Appeal
Special Exception, Aqua Lounge
226 King Street, Units 120 &116, Cocoa, Florida 32922.

Dear Mr. Minot:

The City of Cocoa is in receipt of the Notice of Appeal (undated) regarding the City of Cocoa Board of Adjustment's May 21, 2025, decision(s) concerning the property located at 226 King Street, Cocoa, Florida 32922. As I understand it, you have been hired to represent all of the Petitioners listed in the Notice of Appeal. If this is not correct, please advise my office immediately. The subject property is owned by Lamberly Enterprises, LLC, which authorized its tenant, Cadence and Company Designs, LLC, d/b/a "Aqua Lounge", to apply for expansion of a Special Exception use of a bar/lounge previously approved for Unit 120 as follows: (1) an expansion of the bar/lounge use to include the adjacent Unit 116; and (2) the addition of an outdoor seating area outside of Unit 120 and portion of Unit 116. The property is identified by Brevard County Tax Parcel ID No. 24-36-33-35-*-2.01. The Notice of Appeal received by the City on June 5, 2025, is considered timely. However, please be advised that

the *Notice of Appeal received by the City is considered deficient for purposes of appealing a decision of the Board of Adjustment to the City Council under the City Code.*

Consistent with Florida law, the City's Zoning Ordinance, Appendix A, Article XVIII, Sec. 1(a)(2), concerning appeals from the Board of Adjustment, provides that the notice of appeal shall state the name, address and telephone number of the party filing the appeal, the manner in which the party claims to be aggrieved and the basis for alleging standing to bring the appeal, and the substantive legal and factual basis of the appeal. In addition, Section (1)(a)(1) requires the filing fee be paid. The City notes the following deficiencies that must be corrected:

- The $850 filing fee must be paid immediately. (Legal advertisement fees will also be required to be paid but will be invoiced following the publication in the newspaper.)
- Provide the telephone numbers of all appellants.
- In addition, the City requires the signature of all listed Petitioners on the Notice of Appeal, which was submitted undated and unsigned. Preferably, the City requests that the signatures be notarized, which is usually required for all land development permit applications.

The City acknowledges that the Notice of Appeal states a "Supplemental List of Petitioners" is forthcoming. However, the City will not accept additional petitioners, as they would constitute untimely appeals. No further petitioners/appellants will be accepted in an amended Notice of Appeal.

Finally, as stated above, the Notice of Appeal must identify the substantive legal and factual basis of the appeal. The only substantive legal and factual basis for the appeal that has been provided is with respect to amplified outdoor music, which was permitted with conditions by the Board of Adjustment. Because the only issue identified in the Notice of Appeal is amplified outdoor music, the City has determined that the appeal is limited in scope and relates **only** to the appeal of the second special exception request, specifically the addition of an outdoor seating area outside of Unit 120 and portion of Unit 116. The special exception approved for the expansion of the bar/lounge use to include the indoor adjacent Unit 116 was not appealed and remains approved. No stay is currently in place regarding the indoor expansion to Unit 116, and the City may proceed as necessary to approve Business Tax Receipts or other requests submitted by the applicant with respect to the indoor Unit 116, such as liquor license consent forms. You are advised that the appeal to the City Council shall be limited in scope to the addition of the proposed outdoor seating area outside of Unit 120 and portion of Unit 116 and that any evidence and testimony presented by the Petitioners/Appellants exceeding the issue identified in the Notice of Appeal will be considered out of order.

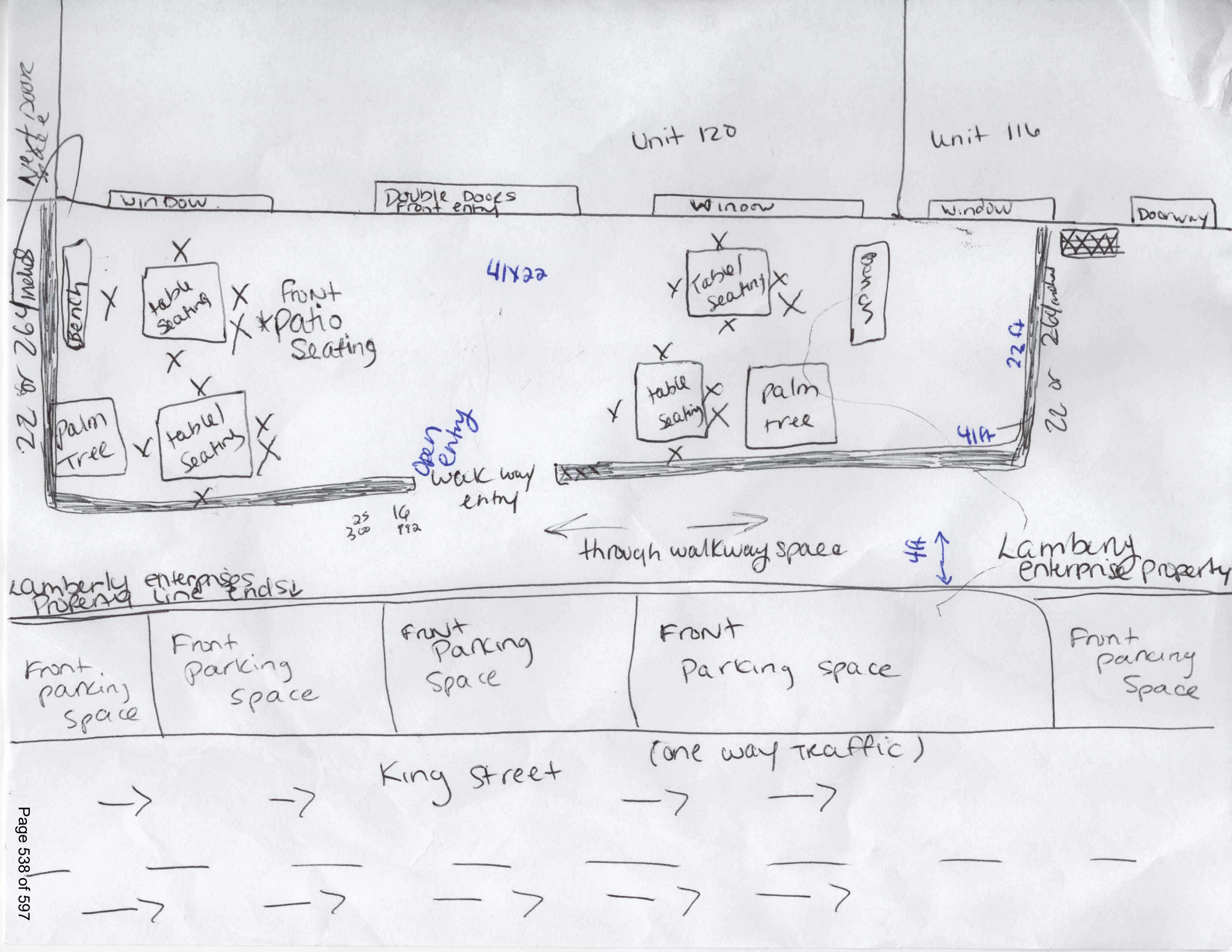
The City hereby provides you with ***ten (10) calendar days*** from the date of this letter to submit an amended Notice of Appeal which meets the requirements of the City Code and Florida law and to pay the required filing fee. **The City will not accept further amendments to the Notice of Appeal except as directed above.** If an amended and sufficient Notice of Appeal is not timely received, the Notice of Appeal will not be placed on the City Council's agenda for consideration, as said Notice of Appeal provides an insufficient basis to appeal a decision of the Board of Adjustment. Provided that the filing fee is timely paid and the amended Notice of Appeal is timely received, the City would consider placing the appeal on the July 22, 2025 City Council meeting. Please advise of your availability for that date.

Please note that, pursuant to the City Code, failure of any aggrieved party to appeal to the City Council any decision of the Board of Adjustment shall be deemed a waiver of that party's right to appeal to the City Council and to judicial review. As the City does not currently have a Community Development Director, please address all future correspondence to the City Manager's office regarding this matter. The filing fee may be paid at Cocoa City Hall at the second floor Building and Community Development office.

Sincerely,

/s/

Stockton Whitten,
City Manager


Next door
Unit 120
Unit 116
Window
Double Doors Front entry
Window
Window
Doorway
22 or 264 inches
Bench
table seating
Front *patio Seating
Palm Tree
table seating
41X22
table seating
Bench
table seating
palm tree
22 ft
22 or 264 inches
41ft
Open entry
Walk way entry
25
300
16
192
through walkway space
4ft
Lamberly enterprise property
Lamberly enterprises Property Line ends
Front parking space
Front Parking space
Front Parking Space
Front Parking space
Front parking Space
King Street
(one way traffic)

Incident Number	Call Date/Time	Incident Type	Location
2025-00030473	7/18/2025 23:30	Disturbance	226 KING ST 120, COCOA
2025-00028157	7/3/2025 23:46	Disturbance	226 KING ST 120, COCOA
2025-00027973	7/2/2025 22:29	Patrol Check	226 KING ST 120, COCOA
2025-00027332	6/29/2025 1:58	Disturbance	226 KING ST 120, COCOA
2025-00017280	4/23/2025 12:45	Police Services	226 KING ST 120, COCOA
2025-00016811	4/20/2025 2:07	Suspicious Person	226 KING ST 120, COCOA
2025-00006372	2/8/2025 23:29	Agency Assist	226 KING ST 120, COCOA
2025-00003786	1/26/2025 2:03	Disturbance	226 KING ST 120, COCOA
2025-00002399	1/16/2025 23:59	Patrol Check	226 KING ST 120, COCOA
2025-00001397	1/11/2025 0:43	Disturbance	226 KING ST 120, COCOA
2024-00052763	12/26/2024 21:11	Disturbance	226 KING ST 120, COCOA
2024-00052762	12/26/2024 21:02	Disturbance	226 KING ST 120, COCOA
2024-00052351	12/23/2024 11:35	Battery	226 KING ST 120, COCOA
2024-00051465	12/16/2024 22:23	Battery	226 KING ST 120, COCOA
2024-00049188	11/30/2024 21:21	Disturbance	226 KING ST 120, COCOA
2024-00045201	11/2/2024 1:31	Traffic Stop	226 KING ST 120, COCOA
2024-00031067	7/25/2024 16:13	Criminal Mischief	226 KING ST 120, COCOA

we did a record request with the police department
There are calls potential reated to disturbacnce/noise calls are after 10:00 am and the condition impc

Dispositions

No Report Taken - 1
No Report Taken - 1
No Report Taken - 1
No Report Taken - 1
No Report Taken - 1
No Report Taken - 1
Patient Transport - 1, No Report Taken - 1
No Report Taken - 1
No Report Taken - 1
No Report Taken - 1
No Report Taken - 1
No Report Taken - 1
Report Taken - 1
Supplement - 1, Report Taken - 1
No Report Taken - 1
Verbal Warning - 1
Report Taken - 1

ɔse on BOA mitigates the issue for amplified mujsicmusic after 10 pm.

LocaliQ

Florida

GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

CITY OF COCOA (TE)
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:

07/27/2025

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 07/27/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$215.21	
Tax Amount:	$0.00	
Payment Cost:	$215.21	
Order No:	11522382	# of Copies:
Customer No:	1127247	1
PO #:	aqua lounge	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Ad#11522382 07/27/2025

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

PZ 25-00000001- Special Exception **APPEAL** (226 King St.)
Consideration of an **Appeal** of a Board of Adjustment decision approving with conditions a Special Exception for the expansion of a bar or lounge use for an outdoor seating area outside of Unit 120 and portion of Unit 116 of the subject property, located in the CBD Zoning District and the Cocoa Village Subdistrict of the Cocoa Waterfront Overlay District in accordance with Appendix A, Zoning, Article XI, Section 13(C) and Section 22 (F) of the City of Cocoa Code. The City Council shall conduct the appeal hearing in accordance with Appendix A, Zoning, Article XVIII, Section 1. Tax Parcel ID 24-36-33-35-*-2.01.

CITY COUNCIL WILL CONSIDER THESE ITEMS ON
August 12, 2026
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/291/2033/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/291/2033/City-Meetings The City is not responsible for technical difficulties that may occur while viewing or listening online.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2025
Agenda Date:	August 12, 2025
File ID:	2025-631
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Consider the Appointment of Gloria Weatherspoon, Jodi Hatcher or Thomas Zimmerman to Fill a Regular member vacancy on the Code Enforcement Board.

BACKGROUND:

The Code Enforcement Board currently has one vacancy. It should be noted that both of the Alternate members on the Code Board are interested in being considered for the Regular member seat. The two Alternate members are Gloria Weatherspoon and Jodi Hatcher. Ms. Weatherspoon has been an Alternate member since July, 2024 and Ms. Hatcher has been an Alternate member since May, 2025.

The City Clerk's office also received an application from Thomas Zimmerman. Mr. Zimmerman has expressed the he wants to make Cocoa a better place to live. He would like to see the beautification of Cocoa and ensure the City Code is followed by all residents. Mr. Zimmerman meets all criteria for serving on a City Board.

If Council desires to fill the regular member vacancy with one of the Alternate members, then an Alternate member position would become vacant and would be available for an appointment.

Regardless of who Council decides to fill the vacancy with, the term will be through June, 2028.

The City’s board vacancies have been properly advertised per its Board Vacancies policy.

A current board roster is also attached for Council’s review.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Consider the Appointment of Gloria Weatherspoon, Jodi Hatcher or Thomas Zimmerman to Fill a Regular member vacancy on the Code Enforcement Board.

Code Enforcement Board **Meets Third Thursday Every Month @ 6pm** **Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	07/24 Reappointed 06/21 Reappointed 01/2021 appointed	2027
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2026
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/24 Reappointed 06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2027
Dik Muller	307 Bellaire Dr. Cocoa, FL 32922 info@dixdesigngroup.com	312-343-0104	07/24 Appointed as Regular member 11/2023 Appointed as Alternate	2027
Melissa Acosta-Bonilla (fulfilling term of Verna Hughes)	821 Peachtree St. A-10 Cocoa, FL 32922 semperfiparalegal@gmail.com	321-265-2532	03/2024 Appointed as Regular Member 11/2023 Appointed as 1st Alternate	2027
Josue Otero (Fulfilled the unexpired term of David Lightholder)	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606	11/2023 Appointed	2027
Gloria Weatherspoon 1st Alternate	354 Laredo Dr., #206 Cocoa, FL 32926 Gloria.L.weatherspoon@gmail.com	321-294-3041	07/24 Appointed	No expiration
Jody Hatcher 2nd Alternate	1321 Audubon Dr Cocoa, FL 32922 jodyhatcher@hotmail.com	321-848-5327	05/2025 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 10/2024	
Counsel: Kristin Eick	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: THOMAS H ZIMMERMAN Application Date: 7/25/2025

Street Address, Including Zip Code: 509 N INDIAN RIVER DR. COCOA FL 32922

Cocoa City Council District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 X District 2 _____ District 3 _____ District 4 _____

Telephones: Home: N/A Work: N/A Pager: N/A Cell: 828-243-3700

Place of Business: N/A

Title/Position Held: N/A

Date of Birth[2] 5/13/1947

Email Address: TOMZIMMERMAN65@GMAIL.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
X	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (Cocoa)
	Pension Board - Fire		Utilities Advisory Board
	Pension Board - General Employees		Sustainability Advisory Board
	Pension Board – Police		

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months? Yes X No ____
Do you own property or a business in Cocoa? Yes X No ____
If YES, please list address(s): 509 N INDIAN RIVER DRIVE

Are you registered to vote in Brevard County, Florida? Yes X No ____
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes X No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

TO MAKE COCOA A BETTER PLACE TO LIVE
TO BEAUTIFY COCOA
TO ENFORCE THE CODES OF COCOA FOR ALL.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

____ African-American
____ Asian-American
____ Hispanic-American
____ Native American
X Caucasian

GENDER

X Male
____ Female

DISABILITY

____ Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature: Thomas Harry Zimmerman Date: 7/25/2005

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

BRIEF DESCRIPTION OF CITY BOARDS AND COMMITTEES AND MEETING INFORMATION

Board of Adjustment:
Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide special exceptions and variances to the zoning ordinance, as well as appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Building Official in the enforcement of the zoning and sign ordinance.

Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

Code Enforcement/Drug Related Public Nuisance Board:
Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.

Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.

Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.

Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, three who are appointed by City Council, one who is a full-time general employee elected by a majority of the general employees that are members of the system, and a fifth member who is chosen by the previous four trustrees.
Duties: To administer and advise the City on the general employees' retirement system.

Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.

Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.

Meetings: First Wednesday of every month at 6:00 pm in the City Council Chambers.

Police Community Relations Advisory Board:
Term: Same term as Councilmember appointing the member. Members appointed at-large and the Coastal Florida PBA term will be 4 years.
Members: 7 members
Duties: Provide feedback on issues and concerns to the community so as to develop, promote and enhance, in a positive and productive way, the public's trust and confidence in the City's Police Department. The Committee shall be devoted to facilitating the flow of ideas relative to police services for the continued betterment of the quality of life of the citizens, residents, businesses and visitors of Cocoa.

Meetings: Every Other Month on the Fourth Thursday at 6:00 p.m. in the City Council Chambers.

Redevelopment Agency - Cocoa:
Term: 2 members appointed by City Council for 4 years.
Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Must reside in the area of the CRA or be engaged in business in the area of the CRA (Per Florida Statute 163.356(3)(b).

Meetings: First Monday of every month at 6:00 pm in the City Council Chambers.

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Must reside in the area of the CRA or be engaged in business in the area of the CRA (Per Florida Statute 163.356(3)(b).

Meetings: Third Monday of each month at 6:00 pm in the City Council Chambers.

Sustainability Advisory Board:
Term: 3 years.
Members: 7 members, each appointed by a City Council member (5); and (2) are appointed by the City Manager.
Duties: To advise and assist the City in establishing a written Sustainability and Resiliency Plan.

Meetings: Monthly on the 1st Thursday of the month at 6 pm.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.

Meetings: As needed at 6 pm in the City Council Chambers.

==========

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

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THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 22, 2025
Agenda Date:	August 12, 2025
File ID:	2025-730
Prepared By:	Breanna Earley, Assistant City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Consider the Reappointment of Vincent Knowles on the General pension Board through September 2028.

BACKGROUND:

Mr. Vincent Knowles, who is currently fulfilling a seat on the General Pension Board, is set to expire on September 28, 2025. He has served on the General Pension since May 24, 2022, where he fulfilled an unexpired term. He was reappointed in September 2022 to complete a full term. Mr. Knowles has indicated an interest in being reappointed for a three-year term. He currently meets all requirements for serving on a City Board.

This vacancy was posted to the public in accordance with the City's policy regarding Board appointments and vacancies.

PRIORITY AREA CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Reappointment of Vincent Knowles on the General pension Board through September 2028.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Vincent Knowles Application Date: 5/2/22

Street Address, Including Zip Code: 662 Tupelo Circle, Cocoa, FL 32926

District that you live in ***(this information can be found on your Voter's Registration Card)***:
District 1 ____ District 2 _____ District 3 _____ District 4 _____

Telephones: Home: _____ Work: _____ Pager: _____ Cell: 321-258-5065

Place of Business: n/a

Title/Position Held: n/a

Date of Birth[2] [redacted]

Email Address: lisapknowles@hotmail.com

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Planning & Zoning Board
	Board of Adjustment		Police Community Relations Advisory Board
	Code Enforcement/Drug Related Public Nuisance Board		Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Sustainability Advisory Board
X	Pension Board - General Employees		Utilities Advisory Board
	Pension Board – Police		

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	X	No	
Do you own property or a business in Cocoa? Own my home	Yes	X	No	X
Are you registered to vote in Brevard County, Florida?	Yes	X	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any				

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

RECEIVED
Office of the City Clerk
MAY 03 2022
Time: 08

plea of no contest shall be considered a conviction for purposes of this question. Yes ____ No X

If yes, have your civil rights been restored? Yes ____ No ____
Do you consent to a standard criminal background check? Yes ____ No ____
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ____ No X
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Yes ____ No X
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ____ No X

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Before I retired from the City of Cocoa, I served as an employee trustee on the General Employees" Pension Board (2014-2020). I would now like to serve in the appointed retiree trustee position.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

X	African-American
____	Asian-American
____	Hispanic-American
____	Native American
____	Caucasian

GENDER

X	Male
____	Female

DISABILITY

____	Physically Disabled

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8488 I Fax: (321) 433-8455

RECEIVED
Office of the City Clerk
JUN 30 2025
Time: 9:46am

June 17, 2025

Mr. Vincent Knowles
662 Tupelo Circle
Cocoa, FL 32926

Dear Mr. Knowles:

Your term of office on the General Pension Board will expire on September 30, 2025. I plan to place this item on the August 12, 2025, City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. If you do seek reappointment, I would appreciate it if you could complete the enclosed form and return it to me.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Monica Arsenault, CMC
City Clerk

Enclosures: as stated

RECEIVED
Office of the City Clerk
JUN 30 2025
Time: 9:46am

In response to inquiry by the Office of the City Clerk, I, Vincent Knowles

✓ seek reappointment

_____ do not seek reappointment

as a member of the General Pension Board for the City of Cocoa for a three-year term.

Sincerely,

Vincent E. Knowles

Vincent Knowles

Additional Comments:

_____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Board of Trustees for the General Employees' Retirement Plan		Meets as Needed		Expirations on October 1st
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell Chairman/Secretary (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/23 Reappointed 09/20 Reappointed 09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2026
Gregory Torbert (Appointed by the board)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Work Cell: 321-698-1367 gtorbert@cocoafl.org	11/16/2022 Reappointed 06/04/2021 Appointed	2025
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830	631-7185 (H) sherrywoodhouse@yahoo.com	09/24 Reappointed 09/21 Reappointed 09/18 Reappointed 09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2027
Paul Kamus (Fifth member)	116 Olive St., Cocoa FL 32922	Cell: 321-508-4060 Pkamus35@gmail.com	11/2024 Appointed	2027
Vincent Knowles (Retiree member - Appointed by City Council)	662 Tupelo Circle Cocoa, FL 32926	258-5065 cell lisapknowles@hotmail.com	09/13/2022 reappt. 05/24/2022 appt to fill unexpired term of M. McCarthy	2025
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

CITY COUNCIL AGENDA ITEM

Memo Date:	July 30, 2025
Agenda Date:	August 12, 2025
File ID:	2025-810
Prepared By:	Samantha Senger, Communications & Economic Development Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Council approval of Resolution No. 2025-xxx revising the City of Cocoa's UpStart Cocoa Minority and Small Business Program.

BACKGROUND:

In 2021, City Council approved Resolution No. 2021-041 which created the UpStart Cocoa Minority and Small Business Program. This program has been running successfully since it's inception in 2021 with one awardee completing the entire three-year program, two that have recently been awarded their loans, and six that are currently in the weVENTURE Ignite 360 education program.

On January 20, 2025, President Donald Trump signed Executive Order 14151, titled "Ending Radical and Wasteful Government DEI Programs and Preferencing" ("EO 14151") which directs the termination of "all discriminatory programs, including illegal DEI and 'diversity, equity, inclusion and accessibility' (DEIA) mandates , policies, programs, preferences, and activities in the Federal Government, under whatever name they appear. In addition, on January 21, 2025, the President signed Executive Order 14173, titled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" ("EO 14173"), which expresses opposition to programs that promote diversity, equity and inclusion ("DEI") or DEIA and repealing numerous Executive Orders. EO 14173 includes a requirement that recipients of grant funding from federal agencies be required to certify that they do not operate any programs promoting DEI that violate federal anti-discrimination laws. Recent Supreme Court and federal case law casts further doubt on the City's ability to continue offering forgivable loans and business education opportunities through the Upstart Cocoa Program only to certain minority-owned, small businesses. At the state level, Section 124 of Senate Bill 2502 (Chapter 2025-199, Laws of Florida) was passed by the Florida Legislature and approved by the Governor on June 30, 2025. Section 124 provides that the Office of Policy and Budget within the Executive Office of the Governor may conduct a review of the functions, procedures, and policies currently in effect for any local governmental entity, local governing authority, or unit of local general-purpose government, and any expenditures by such bodies pertaining to fiscal years ending on September 30, 2024 and September 30, 2025 to identify "any use of resources to support diversity, equity, and inclusion initiatives inconsistent with law."

In response to these recent federal rulings concerning the consideration of race in public programs, staff is seeking to modify the UpStart Cocoa Minority and Small Business Program to offer the opportunities to small businesses as defined therein,

regardless of minority status. While the program was originally designed to support minority entrepreneurs in launching and sustaining small businesses within the City, legal guidance now necessitates the removal of any race-based eligibility criteria.

To remain compliant with federal regulations while preserving the core mission of promoting economic development and business growth in our community, staff is seeking Council direction to rebrand the program as the UpStart Cocoa Small Business Program. This revised version will maintain its commitment to supporting new and underrepresented small businesses based on economic need, business viability, and community impact.

Staff is also recommending adding a section to the Policies, Procedures and Conditions that outlines the UpStart Committee's review criteria and scoring to include the following:

- Demonstration of the ability of the business to be successful long-term in the City of Cocoa.
- Location or potential location of the business and it’s benefit to the City.
- Desire of applicant to participate in the education component of the program and likeliness to successfully complete that component.
- Strength of proposed business plan or potential for a refined business plan.
- Applicant has a well thought out Community Enrichment component.
- The business idea is unique to the community or supports existing businesses in the Cocoa community.
- Has a strong motivation to start a business in the Cocoa community.
- The applicant understands the challenges and opportunities facing their start-up or expansion.
- The applicant has prior experience with that type of business.
- The applicant has a well thought out plan to utilize the UpStart funds.
- Applicant currently resides in the City limits of Cocoa. (This is not required but residents will be given additional points.)

The program will continue to offer essential resources, mentorship, and financial support to qualifying new and early-stage businesses that demonstrate a strong potential to contribute to Cocoa's economic landscape.

PRIORITY AREA CONNECTION:
Economic and Community Development

BUDGETARY IMPACT:
Budgeted? Yes

Source/Use of Funds
Account Number 001-1905-559.83-11 Amount $20,000

PREVIOUS ACTION:

City Council previously approved the creation of this program as a minority small business incentive program. Staff is recommending to keep the program to continue to assist small businesses but adjust the eligibility criteria to remain compliant with federal regulations.

RECOMMENDED MOTION:

Council approval of Resolution No. 2025-xxx revising the City of Cocoa's UpStart Cocoa Minority and Small Business Program.

RESOLUTION NO. 2025-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE UPSTART COCOA MINORITY AND SMALL BUSINESS PROGRAM TO ELIMINATE THE NECESSITY OF BEING A MINORITY-OWNED BUSINESS OR A MINORITY PERSON ENTREPRENEUR TO BE ELIGIBILE FOR PARTICIPATION IN THE PROGRAM; RENAMING THE PROGRAM TO THE UPSTART COCOA SMALL BUSINESS PROGRAM; AMENDING AND RESTATING AN UPSTART COCOA SMALL BUSINESS PROGRAM POLICY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 166.021(8), Florida Statutes, the Legislature has found that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state and that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state; and

WHEREAS, the Legislature has further concluded that the governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose, including making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community; and

WHEREAS, the City Council desires to amend the Upstart Cocoa Minority and Small Business Program ("Program") to eliminate the requirement that the business be a minority-owned business or be a minority business entrepreneur to be eligible to participate in the Program considering recent changes to federal and state law and herein desires to rename the Program appropriately; and

WHEREAS, the Program will still provide business education and forgivable loans to small businesses and small business entrepreneurs desiring to relocate existing businesses to the City of Cocoa or that have started or will start new businesses within the City of Cocoa; and

WHEREAS, the Program is designed to empower entrepreneurs to succeed in Cocoa, attract and retain small businesses in the City and contribute to the City's economic vitality by promoting small business; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

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

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

SECTION 2. Renaming the Upstart Cocoa Minority and Small Business Program. The Upstart Cocoa Minority and Small Business Program created via Resolution 2021-041 is hereby renamed the "Upstart Cocoa Small Business Program."

SECTION 3. Adoption of Amended Upstart Cocoa Small Business Program Policy. The Upstart Cocoa Minority and Small Business Program Policy contained and adopted in Resolution 2021-041 and as modified via Resolutions 2025-002 and 2025-xxx is hereby repealed in its entirety and a new, amended and restated Upstart Cocoa Small Business Program Policy attached hereto and incorporated herein by this reference as "**Exhibit A"** is adopted to establish requirements and procedures relating to applications and application selection, Program eligibility, funding approval, eligible expenses and reimbursement, and other aspects of the Program.

SECTION 4. Status of Resolution 2021-041 and Resolutions 2025-002 and 2025-xxx. All provisions of Resolution 2021-041 and Resolution 2025-002, creating the Upstart Cocoa Minority and Small Business Program and creating the Upstart Cocoa Review Committee, not expressly modified herein shall remain in full force and effect.

SECTION 5. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 6. Effective date. 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 12th day of August, 2025.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC City Clerk

EXHIBIT A

Upstart Cocoa Small Business Program (Forgivable Loans)

Policies, Procedures and Conditions

Purpose

Upstart Cocoa Small Business Forgivable Loans ("Forgivable Loans") will be provided through the Upstart Cocoa Small Business Program ("Program") to promote the growth of small businesses throughout the City of Cocoa. Forgivable Loans are provided to select eligible small business owners and entrepreneurs looking to either start a business in the City of Cocoa or relocate an existing business to the City of Cocoa to fund certain eligible expenses.

The goal of the Program is to empower entrepreneurs to succeed in Cocoa, attract businesses to the City, contribute to the City's economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa. The Program is designed as a forgivable loan program, which may be awarded after successful completion of business coaching and educational training for entrepreneurs offered through the weVENTURE Program or another service provider selected by the City.

The weVENTURE Program is part of the Women's Business Center at Florida Tech's Bisk College of Business. Forgivable Loan awards made to businesses will encourage relocation to Cocoa and support entrepreneurs with skill sets by covering eligible start-up, relocation and marketing expenses as further described herein.

Definitions

Small Business - entrepreneurial for-profit ventures that are moving to or starting in 1) the City of Cocoa that are less than three (3) years old with 10 employees or less, or 2) the Diamond Square area that are less than five (5) years old with 10 employees or less.

Community Enrichment Element – an act of giving back to the Cocoa community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity (Cocoa High School, etc.) or a 501c3 providing services to the community of Cocoa.

Overview of Program Structure

The Department of Communications and Economic Development will oversee the Program for both the City of Cocoa and the Diamond Square Redevelopment Agency's (CRA) similar program. Funding is based on budget availability and will be considered based on eligibility, desire to learn, and funding availability. Application submission does not guarantee approval. For startup businesses, the entrepreneur must obtain at least 10% of startup costs from non-Program related funding sources. Funds shall be provided on a reimbursement basis only. Small business owners and entrepreneurs may advance through the Program as follows:

1. Small business owners located outside the City and wishing to relocate to the City of Cocoa and entrepreneurs desiring to start a business in Cocoa or have an existing new business must submit an application to the Program. This application will require the Applicant to demonstrate need for startup costs, relocation costs or eligible expenses and comply with application requirements as described further in this Policy.

2. The Upstart Cocoa Review Committee and weVENTURE or the City's selected service provider shall review applications and choose promising candidates for the Program. The number of applications selected shall depend on budget availability. Application selection shall occur at a duly noticed public hearing. Applicants shall be required to meet with a representative of the Small Business Development Council prior to a presentation to the Upstart Cocoa Review Committee.

3. The selected applicants complete business coaching and coursework for approximately a 24-week period with weVENTURE or the City's selected service provider. Tuition for the business coaching and coursework will be paid for by the City, but all other expenses, such as mileage and supplies for classes, shall be paid for by the applicant. The objective will be to gain further education regarding topics such as business management, finance and budgeting, marketing, product/service development, and human resources. In addition, the selected applicants will work with weVENTURE or the City's service provider to refine or create a business plan appropriate for a start-up business or existing business.

4. At the conclusion of the 24-week period, weVENTURE or the City's selected service provider shall provide a funding recommendation to the City's Department of Communications and Economic Development regarding the specific eligible expenses that the City may wish to fund. The Upstart Cocoa Review Committee will make a recommendation to the Cocoa City Council regarding the total award of a Forgivable Loan, based on factors described further in this Policy, including the applicant's performance during the 24-

week period and the strength of the refined business plan. The Upstart Cocoa Review Committee's recommendation will be made at a duly noticed public hearing.

5. Should a Forgivable Loan be awarded by the Cocoa City Council, the Small Business shall execute all required Program Agreements, which may include a Security Agreement for specific equipment or inventory funded by the City. Thereafter, the Small Business may begin to submit reimbursement requests for eligible expenses as described in this Policy up to the Forgivable Loan amount awarded.

6. Small Businesses must complete a community enrichment element project or service to "pay back" 25% of the Forgivable Loan amount to the Cocoa community within three years. After three years of maintaining the business in Cocoa, the loan will be 100% forgiven.

Upstart Cocoa Review Committee

The Upstart Cocoa Review Committee will oversee the review of all applications, recommendations for selection of participants/grantees, funding recommendations to the CRA/City of Cocoa and default procedures. The Committee will meet on an as needed basis. The Upstart Cocoa Review Committee will be comprised of three (3) to five (5) members, which may include a City staff member from the Department of Communications and Economic Development, and may include a representative of weVENTURE (or the City's then-current selected service provider) and/or a banking or financial industry representative doing business in the City, all of which will be appointed by the City Manager or his or her designee.

Eligible Businesses

Each applicant must be a small Business owner of a for-profit, new or relocating small business, which intends to or is located in the City of Cocoa.

Any eating and drinking establishments may be eligible for funding as long as the business derives at least 51% of its gross revenue from the sale of food and/or non-alcoholic drink for consumption on the premises, whether or not the food is cooked on the premises. This may include restaurants, mobile vending, and refreshment stands selling prepared foods for immediate consumption.

The types of businesses that are not eligible for funding under this Program include: social service providers, non-profit agencies, gun shops, agricultural services, liquor stores, medical marijuana and CBD shops, shops that sell drug paraphernalia, pawn shops, bailbond services, tattoo/body piercing parlors, check cashing facilities,

adult entertainment facilities, thrift shops, nightclubs and bars, and any business or service deemed illegal or in violation of the City Code.

Existing businesses, that have been in business for more than three (3) years or five (5) years in the Diamond Square CRA, in the City of Cocoa are not eligible for funding. However, business owners of existing businesses that have existed for longer than three or five years, as applicable, within the City of Cocoa seeking to start an additional business shall be considered eligible, except as further provided herein. The applicant shall not be eligible for the Upstart Cocoa Program if he/she has received Upstart Cocoa Funding, or other business assistance funding from the CRA or the City of Cocoa within the last three (3) years from the date of the current submittal, except for façade improvement programs. If the applicant has received Upstart Cocoa funding more than three years prior to the date of the current submittal, applicant must have successfully completed the Upstart Cocoa Program and not defaulted in order to be eligible for funding assistance for a second and final time. Completion of the Upstart Cocoa Program means complying with the terms of the Upstart Cocoa agreement during the three-year time period of the agreement ("Program Period"). Applicants who have defaulted on a previous Upstart Cocoa agreement are no longer eligible for the Upstart Cocoa Program. If, after review, an application is administratively rejected by staff or has been denied funding by the review committee, the applicant shall not be eligible to reapply for the Upstart Cocoa Program for six (6) months from the date of the original submittal.

Each applicant may be entitled to Upstart Cocoa funding for one business during the three-year Program Period. If the applicant is a corporate entity or principal that owns more than one business, the corporate entity or principal shall submit an application for only one business. For example, if a corporate entity owns business A and B, an application can only be submitted for either business A or B, but not both. If the corporate entity is granted funding for business A and successfully completes the Upstart Cocoa Program for the business, the corporate entity may then apply for funding for business B after the three-year Program Period has elapsed. In addition, use of the Upstart Cocoa funds cannot be transferred to another business owned by the corporate entity or principal for which an application was not submitted. For example, if a corporate entity owns businesses A and B and submitted an application for business A, any funding assistance granted for business A cannot be given to or used for business B.

Application Criteria

Grant applications will be reviewed for completeness, compliance with Program criteria and deemed acceptable by the Upstart Cocoa Review Committee. Businesses that do not comply with the Program criteria and conditions will not be

eligible for funding. All members of the entity applying for the Program must sign the forgivable loan application.

Formal applications will be made on the Upstart Cocoa Application. Applications will be reviewed and selected by the Upstart Cocoa Review Committee. Applicants may be required to submit a resume, two years of tax returns for both business and/or personal (relocating businesses), and a lease agreement or letter of intent to lease, along with any other requested documents in the application. If the applicant owns the property, then proof of ownership and mortgage information must be provided.

The Program Manager will conduct due diligence as may be appropriate, including researching public records for any liens, lawsuits, or complaints filed against the applicant or the business entity.

Falsifications and omissions on the application may result in administrative rejection of the application.

Applicants will be reviewed based on the following criteria:

- Demonstration of the ability of the business to be successful long-term in the City of Cocoa.
- Location or potential location of the business and it's benefit to the City.
- Desire of applicant to participate in the education component of the program and likeliness to successfully complete that component.
- Strength of proposed business plan or potential for a refined business plan.
- Applicant has a well thought out Community Enrichment component.
- The business idea is unique to the community or supports existing businesses in the Cocoa community.
- Has a strong motivation to start a business in the Cocoa community.
- The applicant understands the challenges and opportunities facing their start-up or expansion.
- The applicant has prior experience with that type of business.
- The applicant has a well thought out plan to utilize the UpStart funds.
- Applicant currently resides in the City limits of Cocoa. (This is not required but residents will be given additional points.)

Forgivable Loan Approval Procedure and Program Participation

The Upstart Cocoa Review Committee will make recommendations to the City Council regarding funding following completion of the approximately 24-week education period. The amount of any forgivable loan shall be determined by the City Council in its sole discretion, based on the following general factors:

- ☐ The estimated cost of proposed eligible expenses
- ☐ Strength of the business plan
- ☐ Evaluations of applicant performance in the weVENTURE Program or similar program
- ☐ Potential economic and fiscal impact of the proposed business on the City of Cocoa
- ☐ Location of the proposed business and whether it will be home-based
- ☐ External funding available to the applicant

After a Forgivable Loan is awarded by the City Council, the City Council will enter into an Upstart Cocoa Program Agreement with the applicant (hereinafter referred as the "grantee"), which contains terms and conditions to receiving funding, as well as provisions should the grantee fail to meet the terms of the Upstart Cocoa Agreement.

Conditions included in the Upstart Cocoa Agreement may include, but are not limited to:

- ☐ Grantee shall remain open for business at a City of Cocoa location for a period of at least three years. Funding shall be expended and reimbursed within one (1) year of the effective date of the Agreement.
- ☐ Grantees not yet open for business must be open for business and begin to provide services or products to the general public within six (6) months of the effective date of the Agreement.
- ☐ Business must submit annual reports to the Department of Communications and Economic Development.
- ☐ Grantee shall provide and complete a Community Enrichment Element prior to the end of the third year.
- ☐ Grantee shall display the Upstart Cocoa logo, as provided by the City, on the front main entrance door of the business.

- ☐ Businesses that relocate outside of the City prior to loan forgiveness will be required to repay the loan in full.
- ☐ Existing business owners must possess a current City of Cocoa Business Tax Receipt. New business owners must obtain a City of Cocoa Business Tax Receipt within 90 days of agreement execution.

The City may also require the grantee to enter into a Security Agreement to secure the specific capital equipment or inventory funded by the City through the Forgivable Loan.

Grantees will also be required to invest in the project for which funding is requested in an amount of at least 10 percent (10%) of the cost of the items approved for funding.

All grantees must be in compliance with applicable City codes, policies and ordinances and current on federal, state and local taxes. Grantees who are approved for financial assistance for lease costs (rent abatement) must secure a minimum of a one-year lease, with an option to renew for two additional one-year terms, in the City of Cocoa.

All grantees who will utilize a mobile vending model will need to commit to required hours, percentages of sales, and other conditions as required by the City's Director of Communications and Economic Development in the City of Cocoa area.

Once a grantee received funding under the Program, he or she may not apply for other business assistance programs from the CRA/City of Cocoa, except for façade improvement programs, for a period of three years. The Program Manager will remain actively involved with the grantees via site visits or yearly meetings.

Eligible Expenses and Reimbursement Procedures

The program provides financial assistance for the following on a reimbursement basis:

- ☐ Start-up expenses or relocation expenses, which may include, but are not limited to:
    - Rent subsidy for a period not to exceed 3 months. During this period rent payments may gradually decrease in increments to be determined by available funds. Rent subsidy includes only the base rent amount and common area maintenance. Home-based businesses do not qualify for rental subsidies.

- City fees (i.e. utility deposits, permitting fees, Business Tax Receipt fees)
- Inventory expenses generally not to exceed 25% of the loan amount.
- Marketing Expenses, which may include marketing campaigns for goods and services, advertising in local papers and on websites, the use of outside marketing firm to design websites, and signage, with the total amount for Marketing Expenses generally not to exceed 25% of the loan amount.
- Moving expenses for large equipment and furniture
- Capital equipment purchases of at least $1,000 necessary to operate the primary functions of the business
- One Year Membership to the Cocoa Beach Regional Chamber of Commerce and/or Space Coast Black Chamber of Commerce, and/or Hispanic Chamber of Commerce
- Other expenses as recommended by weVENTURE or the City's selected service provider.

To be reimbursed, the Grantee must provide to the Department of Communications and Economic Development paid receipts from laborers, suppliers, materialmen, contractors, and subcontractors. The receipts must include the following information:

☐ Name, address, and telephone number of laborer, supplier, materialmen, contractor, and subcontractor performing work or supplying material or of landlord receiving rent payments;

☐ Date of work or material provided;

☐ Itemized description of work provided (e.g., who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g., number of gallons of paint, quantity and measurements for each new dome style awning, feet of fence installed, description of LED wall pack) or identification of property and premises for which rent has been paid;

☐ Itemized cost of work performed or material supplied;

☐ Statement signed by landlord, laborer, supplier, materialmen, contractor or subcontractor that the amount billed has been paid by the Grantee

☐ For proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt

Payment is made to the grantee on a reimbursement basis. The grantee must submit invoices with original receipts to the Program Manager for items and services purchased in accordance with the terms of the Forgivable Loan Agreement and this Policy. The expenses will only be reimbursed for items and services purchased after the effective date of the Forgivable Loan Agreement, unless the City Council approves otherwise. If rent abatement has been awarded, payments will be made to the grantee upon proof of payment to the landlord for each month that is specified in the Forgivable Loan Agreement not to exceed three (3) months. All payments will be made to the grantee approximately thirty (30) days from the date of receipt of the requisite documentation. The Program Manager will establish the necessary administrative procedures for processing payment.

Funding provided through the Upstart Cocoa Program will be treated as a deferred loan, whereby no interest will accrue upon the principal of the total loan amount and payment to the City Council is deferred for a three (3) year period. At the end of the three-year period, the loan will be forgiven in its entirety on the condition that the grantee is in compliance with the terms and conditions of the Forgivable Loan Agreement and this Policy.

Default

If the grantee fails to comply with one of the conditions to receiving funds under the Upstart Cocoa Agreement, the Program Manager will contact the grantee in an effort to determine the reason for the noncompliance. Without compromising the integrity of the program, the Program Manager shall attempt to accommodate legitimate and substantiated problems being faced by the grantee. If a suspected default or breach occurs, as defined in the Forgivable Loan Agreements, the Program Manager will first contact the grantee in an effort to verify the occurrence of a default and determine the reason for the default. If the Program Manager is not successful in contacting the grantee, he/she will inform the City's Attorney of the suspected default. Once the City's Attorney confirms the default, the Manager will cease further payments to the grantee and instruct the City Attorney to send a letter, notifying the grantee of the default and demanding either the grantee cure the default or reimburse the City of Cocoa. The letter will also instruct the grantee to contact the Program Manager to further discuss the matter. If the grantee fails to respond to the demand letter, fails to cure the default or reimburse the City the stated amount, or proposes a settlement, the Program Manager will coordinate a meeting of the Upstart Cocoa Review Committee. The Program Manager will send a letter to the grantee notifying him/her of the date and time of the meeting.

The Upstart Cocoa Review Committee will meet on an as-needed basis and will make recommendations to the City Council regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the grantee, including, but

not limited to: (1) recommending that the City Attorney's Office initiate litigation in the event the grantee fails to respond to the demand letter or refuses to reimburse the /City of Cocoa; (2) recommending mediation or other alternative dispute resolution actions; (3) recommending terms of a mutually agreeable settlement in the event the grantee proposes a payment schedule; or (4) recommending no further collection action and termination of the Agreement. The Committee's recommendation will be reported to the City Council for final approval.

Disclosures

The City expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The City retains the right to amend this Policy and any supporting documents, including the Forgivable Loan Agreement documents. The City also retains the right to advertise and promote businesses that receive Program funds.

Upstart Cocoa ~~Minority and~~ Small Business Program (Forgivable Loans)

Policies, Procedures and Conditions

Purpose

Upstart Cocoa Small Business Forgivable Loans ("Forgivable Loans") will be provided through the Upstart Cocoa ~~Minority and~~ Small Business Program ("Program") to promote the growth of ~~women and minority-owned~~ small businesses ~~(collectively, "Minority-Owned Businesses")~~ throughout the City of Cocoa. Forgivable Loans are provided to select eligible ~~businesses to minority~~ small business owners and entrepreneurs looking to either start a business in the City of Cocoa or relocate an existing business to the City of Cocoa to fund certain eligible expenses.

The goal of the Program is to empower entrepreneurs to succeed in Cocoa, attract ~~Minority-Owned~~ bBusinesses to the City, contribute to the City's economic vitality by promoting small business, and to cultivate vibrant neighborhoods through diverse businesses in Cocoa. The Program is designed as a forgivable loan program, which may be awarded after successful completion of business coaching and educational training for entrepreneurs offered through the weVENTURE Program or another service provider selected by the City.

The weVENTURE Program is part of the Women's Business Center at Florida Tech's Bisk College of Business. Forgivable Loan awards made to ~~Minority-Owned Bb~~usinesses will encourage relocation to Cocoa and support ~~minority~~ entrepreneurs with skill sets by covering eligible start-up, relocation and marketing expenses as further described herein.

Definitions

~~Minority-Owned Business – means any small business which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons.~~

~~Minority Person - means a lawful, permanent resident of Florida who is:~~

~~(a) An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.~~

~~(b) A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.~~

~~(c) An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands before 1778.~~

~~(d) A Native American, a person who has origins in any of the Indian Tribes of North America before 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.~~

~~(e)~~(a) ~~An American woman.~~

Small Business - entrepreneurial for-profit ventures that are moving to or starting in 1) the City of Cocoa that are less than three (3) years old with 10 employees or less, or 2) the Diamond Square area that are less than five (5) years old with 10 employees or less.

Community Enrichment Element – an act of giving back to the Cocoa community through the donation of volunteer hours, goods or services. Donations shall be made to a public entity (Cocoa High School, etc.) or a 501c3 providing services to the community of Cocoa.

Overview of Program Structure

The Department of Communications and Economic Development will oversee the Program for both the City of Cocoa and the Diamond Square Redevelopment Agency's (CRA) similar program. Funding is based on budget availability and will be considered based on eligibility, desire to learn, and funding availability. Application submission does not guarantee approval. For startup businesses, the ~~minority~~ entrepreneur must obtain at least 10% of startup costs from non-Program related funding sources. Funds shall be provided on a reimbursement basis only. ~~Minority~~ ~~S~~small business owners and entrepreneurs may advance through the Program as follows:

1. ~~Minority~~ ~~S~~small business owners located outside the City and wishing to relocate to the City of Cocoa and ~~minority~~ entrepreneurs desiring to start a business in Cocoa or have an existing new business must submit an application to the Program. This application will require the Applicant to demonstrate need for startup costs, relocation costs or eligible expenses and comply with application requirements as described further in this Policy.
2. The Upstart Cocoa Review Committee and weVENTURE or the City's selected service provider shall review applications and choose promising candidates for the Program. The number of applications selected shall depend on budget availability. Application selection shall occur at a duly noticed public hearing. Applicants shall be required to meet with a representative of the Small Business Development Council prior to a presentation to the Upstart Cocoa Review Committee.

3. The selected applicants complete business coaching and coursework for approximately a 24-week period with weVENTURE or the City's selected service provider. Tuition for the business coaching and coursework will be paid for by the City, but all other expenses, such as mileage and supplies for classes, shall be paid for by the applicant. The objective will be to gain further education regarding topics such as business management, finance and budgeting, marketing, product/service development, and human resources. In addition, the selected applicants will work with weVENTURE or the City's service provider to refine or create a business plan appropriate for a start-up business or existing business.
4. At the conclusion of the 24-week period, weVENTURE or the City's selected service provider shall provide a funding recommendation to the City's Department of Communications and Economic Development regarding the specific eligible expenses that the City may wish to fund. The Upstart Cocoa Review Committee will make a recommendation to the Cocoa City Council regarding the total award of a Forgivable Loan, based on factors described further in this Policy, including the applicant's performance during the 24-week period and the strength of the refined business plan. The Upstart Cocoa Review Committee's recommendation will be made at a duly noticed public hearing.
5. Should a Forgivable Loan be awarded by the Cocoa City Council, the ~~Minority-Owned~~Small Business shall execute all required Program Agreements, which may include a Security Agreement for specific equipment or inventory funded by the City. Thereafter, the ~~Minority-Owned~~Small Business may begin to submit reimbursement requests for eligible expenses as described in this Policy up to the Forgivable Loan amount awarded.
6. ~~Minority-Owned~~Small Businesses must complete a community enrichment element project or service to "pay back" 25% of the Forgivable Loan amount to the Cocoa community within three years. After three years of maintaining the business in Cocoa, the loan will be 100% forgiven.

Upstart Cocoa Review Committee

The Upstart Cocoa Review Committee will oversee the review of all applications, recommendations for selection of participants/grantees, funding recommendations to the CRA/City of Cocoa and default procedures. The Committee will meet on an as needed basis. The Upstart Cocoa Review Committee will be comprised of three (3) to five (5) members, which may include a City staff member from the Department of Communications and Economic Development, and may include a representative of weVENTURE (or the City's then-current selected service provider) and/or a banking or financial industry representative doing business in the City, all of which will be appointed by the City Manager or his or her designee.

Eligible Businesses

Each applicant must be a small ~~Minority-Owned~~ Business ~~or minority person entrepreneur~~owner of a for-profit, new or relocating small business, which intends to or is located in the City of Cocoa.

Any eating and drinking establishments may be eligible for funding as long as the business derives at least 51% of its gross revenue from the sale of food and/or non-alcoholic drink for consumption on the premises, whether or not the food is cooked on the premises. This may include restaurants, mobile vending, and refreshment stands selling prepared foods for immediate consumption.

The types of businesses that are not eligible for funding under this Program include: social service providers, non-profit agencies, gun shops, agricultural services, liquor stores, medical marijuana and CBD shops, shops that sell drug paraphernalia, pawn shops, bailbond services, tattoo/body piercing parlors, check cashing facilities, adult entertainment facilities, thrift shops, nightclubs and bars, and any business or service deemed illegal or in violation of the City Code.

Existing businesses, that have been in business for more than three (3) years or five (5) years in the Diamond Square CRA, in the City of Cocoa are not eligible for funding. However, ~~minority~~ business owners of existing businesses that have existed for longer than three or five years, as applicable, within the City of Cocoa seeking to start an additional business shall be considered eligible, except as further provided herein. The applicant shall not be eligible for the Upstart Cocoa Program if he/she has received Upstart Cocoa Funding, or other business assistance funding from the CRA or the City of Cocoa within the last three (3) years from the date of the current submittal, except for façade improvement programs. If the applicant has received Upstart Cocoa funding more than three years prior to the date of the current submittal, applicant must have successfully completed the Upstart Cocoa Program and not defaulted in order to be eligible for funding assistance for a second and final time. Completion of the Upstart Cocoa Program means complying with the terms of the Upstart Cocoa agreement during the three-year time period of the agreement ("Program Period"). Applicants who have defaulted on a previous Upstart Cocoa agreement are no longer eligible for the Upstart Cocoa Program. If, after review, an application is administratively rejected by staff or has been denied funding by the review committee, the applicant shall not be eligible to reapply for the Upstart Cocoa Program for six (6) months from the date of the original submittal.

Each applicant may be entitled to Upstart Cocoa funding for one business during the three-year Program Period. If the applicant is a corporate entity or principal that owns more than one business, the corporate entity or principal shall submit an application for only one business. For example, if a corporate entity owns business A and B, an application can only be submitted for either business A or B, but not both. If the corporate entity is granted funding for business A and successfully completes the Upstart Cocoa Program for the

business, the corporate entity may then apply for funding for business B after the three-year Program Period has elapsed. In addition, use of the Upstart Cocoa funds cannot be transferred to another business owned by the corporate entity or principal for which an application was not submitted. For example, if a corporate entity owns businesses A and B and submitted an application for business A, any funding assistance granted for business A cannot be given to or used for business B.

Application Criteria

Grant applications will be reviewed for completeness, compliance with Program criteria and deemed acceptable by the Upstart Cocoa Review Committee. —Businesses that do not comply with the Program criteria and conditions will not be eligible for funding. All members of the entity applying for the Program must sign the forgivable loan application.

Formal applications will be made on the Upstart Cocoa Application. Applications will be reviewed and selected by the Upstart Cocoa Review Committee. Applicants may be~~are~~ required to submit a resume, two years of tax returns for both business and/or personal (relocating businesses), and a lease agreement or letter of intent to lease, along with any other requested documents in the application. If the applicant owns the property, then proof of ownership and mortgage information must be provided.

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- Desire of applicant to participate in the education component of the program and likeliness to successfully complete that component.
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- The business idea is unique to the community or supports existing businesses in the Cocoa community.
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- The applicant understands the challenges and opportunities facing their start-up or expansion.
- The applicant has prior experience with that type of business.
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- ☐ The estimated cost of proposed eligible expenses
- ☐ Strength of the business plan
- ☐ Evaluations of applicant performance in the weVENTURE Program or similar program
- ☐ Potential economic and fiscal impact of the proposed business on the City of Cocoa
- ☐ Location of the proposed business and whether it will be home-based
- ☐ External funding available to the applicant

After a Forgivable Loan is awarded by the City Council, the City Council will enter into an Upstart Cocoa Program Agreement with the applicant (hereinafter referred as the "grantee"), which contains terms and conditions to receiving funding, as well as provisions should the grantee fail to meet the terms of the Upstart Cocoa Agreement.

Conditions included in the Upstart Cocoa Agreement may include, but are not limited to:

- ☐ Grantee shall remain open for business at a City of Cocoa location for a period of at least three years. Funding shall be expended and reimbursed within one (1) year of the effective date of the Agreement.
- ☐ Grantees not yet open for business must be open for business and begin to provide services or products to the general public within six (6) months of the effective date of the Agreement.
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Eligible Expenses and Reimbursement Procedures

The program provides financial assistance for the following on a reimbursement basis:

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    - City fees (i.e. utility deposits, permitting fees, Business Tax Receipt fees)
    - Inventory expenses generally not to exceed 25% of the loan amount.
    - Marketing Expenses, which may include marketing campaigns for goods and services, advertising in local papers and on websites, the use of outside marketing firm to design websites, and signage, with the total amount for Marketing Expenses generally not to exceed 25% of the loan amount.
    - Moving expenses for large equipment and furniture
    - Capital equipment purchases of at least $1,000 necessary to operate the primary functions of the business
    - One Year Membership to the Cocoa Beach Regional Chamber of Commerce and/or Space Coast Black Chamber of Commerce, and/or Hispanic Chamber of Commerce
    - Other expenses as recommended by weVENTURE or the City's selected service provider.

To be reimbursed, the Grantee must provide to the Department of Communications and Economic Development paid receipts from laborers, suppliers, materialmen, contractors, and subcontractors. The receipts must include the following information:

- ☐ Name, address, and telephone number of laborer, supplier, materialmen, contractor, and subcontractor performing work or supplying material or of landlord receiving rent payments;
- ☐ Date of work or material provided;
- ☐ Itemized description of work provided (e.g., who performed the work, how many hours involved, charge for work, type of work performed) or material supplied (e.g., number of gallons of paint, quantity and measurements for each new dome style awning, feet of fence installed, description of LED wall pack) or identification of property and premises for which rent has been paid;
- ☐ Itemized cost of work performed or material supplied;
- ☐ Statement signed by landlord, laborer, supplier, materialmen, contractor or subcontractor that the amount billed has been paid by the Grantee
- ☐ For proof of payment to any contractors/subcontractors, a copy of the Grantee's cancelled check with the proof of payment receipt

Payment is made to the grantee on a reimbursement basis. The grantee must submit invoices with original receipts to the Program Manager for items and services purchased in accordance with the terms of the Forgivable Loan Agreement and this Policy. The expenses will only be reimbursed for items and services purchased after the effective date of the Forgivable Loan Agreement, unless the City Council approves otherwise. If rent abatement has been awarded, payments will be made to the grantee upon proof of payment to the landlord for each month that is specified in the Forgivable Loan Agreement not to exceed three (3) months. All payments will be made to the grantee approximately thirty (30) days from the date of receipt of the requisite documentation. The Program Manager will establish the necessary administrative procedures for processing payment.

Funding provided through the Upstart Cocoa Program will be treated as a deferred loan, whereby no interest will accrue upon the principal of the total loan amount and payment to the City Council is deferred for a three (3) year period. At the end of the three-year period, the loan will be forgiven in its entirety on the condition that the grantee is in compliance with the terms and conditions of the Forgivable Loan Agreement and this Policy.

Default

If the grantee fails to comply with one of the conditions to receiving funds under the Upstart Cocoa Agreement, the Program Manager will contact the grantee in an effort to determine the reason for the noncompliance. Without compromising the integrity of the program, the Program Manager shall attempt to accommodate legitimate and substantiated problems being faced by the grantee. If a suspected default or breach occurs, as defined in the

Forgivable Loan Agreements, the Program Manager will first contact the grantee in an effort to verify the occurrence of a default and determine the reason for the default. If the Program Manager is not successful in contacting the grantee, he/she will inform the City's Attorney of the suspected default. Once the City's Attorney confirms the default, the Manager will cease further payments to the grantee and instruct the City Attorney to send a letter, notifying the grantee of the default and demanding either the grantee cure the default or reimburse the City of Cocoa. The letter will also instruct the grantee to contact the Program Manager to further discuss the matter. If the grantee fails to respond to the demand letter, fails to cure the default or reimburse the City the stated amount, or proposes a settlement, the Program Manager will coordinate a meeting of the Upstart Cocoa Review Committee. The Program Manager will send a letter to the grantee notifying him/her of the date and time of the meeting.

The Upstart Cocoa Review Committee will meet on an as-needed basis and will make recommendations to the City Council regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the grantee, including, but not limited to: (1) recommending that the City Attorney's Office initiate litigation in the event the grantee fails to respond to the demand letter or refuses to reimburse the /City of Cocoa; (2) recommending mediation or other alternative dispute resolution actions; (3) recommending terms of a mutually agreeable settlement in the event the grantee proposes a payment schedule; or (4) recommending no further collection action and termination of the Agreement. The Committee's recommendation will be reported to the City Council for final approval.

Disclosures

The City expressly reserves the right to reject any and all applications or to request additional information from any and all applicants and grantees. The City retains the right to amend this Policy and any supporting documents, including the Forgivable Loan Agreement documents. The City also retains the right to advertise and promote businesses that receive Program funds.

CITY COUNCIL AGENDA ITEM

Memo Date:	August 6, 2025
Agenda Date:	August 12, 2025
File ID:	2025-816
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:	August 6, 2025
Agenda Date:	August 12, 2025
File ID:	2025-817
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for July 18, 2025 - August 6, 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 18, 2025 - August 6, 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 18 – August 6, 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: 5
  - Closed: 9
  - Total: 14
  - Collected Fees: $0

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Rafe Shaker, Police Officer Trainee, Police effective 7/28/2025
  - Leilah Perdue, Customer Service Representative, Finance effective 8/4/2025
- Recent promotions
  - Raymond Rivers, Fire Lieutenant/EMT, Fire effective 8/4/2025
  - Jason Moylan, Fire Lieutenant/EMT, Fire effective 8/4/2025
- Upcoming retirements
  - None

Communication and Economic Development

- Media Stories:
  - Cocoa Police Department Expands Patrol to Waterways With Marine Unit
  - City Council Oks development agreement for $95M Cocoa Village project
  - Cocoa police rescue driver stuck on tracks at Florida crossing moments before 2 trains approached
  - Hidden Gem: Brevard Museum of History and Natural Science in Cocoa
  - Elderly Florida Man Rescued After Getting Car Stuck on Train Tracks With 2 Trains Approaching
  - Cocoa officers stop train to save driver stuck on tracks
  - Cocoa Police Officers Save Elderly Man Stuck on Railroad Tracks Just Moments Before Two Trains Were Approaching
  - Police avert disaster by saving driver stuck on train tracks
  - Cocoa police rescue elderly driver after car gets stuck on railroad tracks
  - Cocoa Police Invite Residents to Connect with Officers Over a Cup of Coffee
  - Cocoa police, Brightline crack down on drivers stopping on train tracks
  - WARNING: Brevard Drivers Stopping on Railroad Tracks Subjected to Fines Starting at $500
- New News Releases:
  - Learning Trail at Provost Park
- Social media/e-newsletter statistics
  - Facebook
    - Post reach: 54,087
    - Post engagement: 10,453
    - Followers: 17,443
  - Twitter
    - Followers: 3,753
  - LinkedIn
    - Post impressions: 496
    - Followers: 1,491
  - NextDoor
    - Impressions: 751
    - Members: 6,114
  - August e-newsletter (Sent 8/1/25)
    - Sent to 2,333 contacts
    - 52% 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
A Taste Of Elegance Catering, LLC	1000 Holmes Street, 32922	0	0	1	Catering Services
Metal Roof Central LLC, Morse Metal Roofing	969 N Cocoa Blvd, 32922	0	0	1	Metal Roof Supply Sales
KVS Aesthetic Beauty, LLC	467 Forrest Ave # 125, 32922	3	0	1	Beauty Salon* Nails* Hair *Lashes
Storage Cap Cocoa,L.P. DBA Store Space	526 Peachtree Street, 32922	2	0	1	NEW Self Storage Space Facility
Put Me On Record, LLC	402 Brevard Ave, 32922	1	1	1	Vinyl Record & Souvenir store
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**
Adys Cleaning Team, LLC	1116 Westview Drive, 32922	0	0	2	Cleaning Business offsite Office only

June 1 - 30: building inspections – 249

June 1 - 30: building permits issued – 148

Finance

Ads were placed in the Florida Today for the Stormwater Assessment & Fire Assessment. First and Second hearings for adoption of the rates & tax rolls will be on both of the August meetings.

Staff is doing testing in the cloud version of the timekeeping software that will be implemented at the end of September.

Customer Comments regarding Utility Customer Service:

"I want to thank Tony, who answered the customer service phones when I called in to discuss my concerns on June 12th. He was very professional and reviewed some options with us."

"I came into City Hall upset at the process for transferring an account from my late mother's name to mine. I had the pleasure of working with Loretta, who explained the situation, and need to protect against fraud, and turned my outrate into understanding with her articulate and kind explanation. Please let Loretta know she is a real jewel at that counter."

"I am so glad to have worked with Emily today. She's a keeper! She is kind and patient. A real asset to the City!"

"Angela's assistance helped to make what was turning out to be a very negative experience into a positive one. I would like to thank her for all she has done for my shop and for City of Cocoa Utility Services. She is amazing!"

"I want to give a special thanks to Jasmine for providing excellent service and clear direction on what was required to start service."

"I want to thank for the outstanding service she provided. She is a wonderful representative of the City of Cocoa."

"I want to say how wonderful and helpful Maggie was for our family today. She was wonderful…even when I cried on the phone. Maggie saved the day! She was great under pressure and went above and beyond to help us. I am so happy I got Maggie! Please acknowledge her professionalism and kindness, I truly appreciate her!"

"I wanted to offer some compliments to Jade. She is an awesome worker and very helpful."

Monthly Utility Customer Service Statistics:

	January	February	March	April	May	June
Working Days/Month	21	19	21	22	21	21
Walk-In Transactions	2211	2209	2214	2106	2091	2239
Walk-In Inquiries	1158	1083	1151	1306	1174	1234
Total In-Person/Month	**3369**	**3292**	**3365**	**3412**	**3265**	**3473**
Avg In-Person/Day	**160**	**173**	**160**	**155**	**155**	**165**
Calls	4857	4091	4120	5214	4637	4445
Emails	1392	1357	1565	1596	1737	1704
Total Calls/Emails	**6249**	**5448**	**5685**	**6810**	**6374**	**6149**
Avg Calls/Emails/Day	**298**	**287**	**271**	**310**	**304**	**293**
Total Contacts	**9618**	**8740**	**9050**	**10222**	**9639**	**9622**
Total Average/Day	**458**	**460**	**430**	**464**	**459**	**458**

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